1670

SUPREME COURT OF THE UNITED STATES.

No. 167.

JOHN PERKINS, APPELLANT,

vs.

EDWARD P. FOURNIQUET AND WIFE, AND MARTIN W. EWING AND WIFE.

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EDWARD P. FOURNIQUET and Harriet Jane Fourniquet, his wife, and Martin W. Ewing and Ann S. Ewing, his wife, complainants. } 1268.

vs.

JOHN PERKINS, defendant.

Circuit court of the United States in and for the fifth circuit and district of Louisiana.

In Chancery.

Pleas and proceedings before the honorable Theodore H. McCaleb, district judge of the United States in and for the district of Louisiana, and one of the judges of the circuit court of the United States in and for the fifth circuit and district of Louisiana, at a circuit court of the United States in and for the circuit and district aforesaid, begun and held at New Orleans, in said district, on the twelfth day of April, A. D. one thousand eight hundred and forty-seven, and of the sovereignty and independence of the United States of America the seventy first.

Be it remembered, that heretofore, to wit, on the twenty-second day of June, A. D. 1844, came the complainants, Edward P. Fourniquet and Harriet Jane Fourniquet, his wife, and Martin W. Ewing and Ann S. Ewing, his wife, by their solicitor John Henderson, esq., and filed in the clerk's office of said court their bill of complaint against the defendant John Perkins, which said bill of complaint is in the words and figures following, to wit:

To the honorable the judges of the circuit court of the United States for the fifth judicial circuit, in and for the eastern district of Louisiana, in chancery sitting.

Your orators, Edward P. Fourniquet and Harriet Jane Fourniquet, his wife, Martin Wickliffe Ewing and Ann S. Ewing, his wife, as heirs of their mother, Mrs. Mary Perkins, and also as heirs and legal representatives of their deceased brother, Benjamin P. Bynum, all of the State of Mississippi, humbly complaining showeth to your honor, that John Perkins, (then and now a citizen of the State of Louisiana,) on the 12th day of August, A. D. 1818, intermarried in the parish of Concordia, and State of Louisiana, with the mother of your orators, Mrs. Mary Bynum, widow of Benjamin Bynum, then a resident citizen of the parish and State aforesaid, by reason of which marriage he, the said Perkins, obtained the control and management of all the property belonging to the estate of your orator's father, Benjamin Bynum aforesaid; which property, according to the tax list of the parish of Concordia and State aforesaid, dated March, 1818, (a few months before the marriage of the said Perkins,) consisted of 66 negroes, 70 head of horned cattle,

15 horses and mules, and 1,000 acres of land, situated upon Lake Concordia, in said parish, (and now one of the valuable plantations of Samuel Davis, esq.,) on which lands your orators represent that there were the usual appurtenances of gin-house, mill, dwelling house, and negro quarters, and about 300 acres of land cleared.

Your orators represent that the said estate was entirely unincumbered, and, indeed, had cash loaned out to the amount, as your orators believe, of $3,045.43¾, which was afterwards paid to the said Perkins, as follows: May 2d, 1820, Henry Rives $196. January 3d, 1831, amount of note. David and Thomas Alexander, $1,115.69. May 29, 1827, Francis Bynum's note and interest, $366. Money loaned Mr. Rives $1,087.18¾. Money collected from Turner Bynum $63.90. Also collected from the estate of Henry Rives, jr., the brother of Mrs. Perkins, on or about the 9th day of April, 1823, the sum of $216.60, which sums was part of the amount inherited by Mrs. Perkins from said estate, of which amount $1,517.08¾ has been reported by said Perkins, and the balance, $1,528.35, as your orators believe, remains yet to be accounted for by the said Perkins.

Your orators represent, that at the time of the marriage of the said Perkins, (12th of August, A. D. 1818,) the said Perkins was engaged in planting on a place of his own on the Mississippi river, about 75 miles above the town of Vidalia, in the parish of Concordia, and State of Louisiana, called *Somerset*.

Your orators show, that according to the tax list before referred to, dated March, 1818, the said Perkins is represented as possessing 58 negroes, 60 head of horned cattle, 12 horses, 1,077 acres of land, valued at $1,000; of this land 677 *acres formed said Perkins' Somerset plantation*, the balance was situated in other parts of the parish of Concordia. Thus we find the aforesaid tax list represents the said Perkins as possessing 8 negroes, 10 head of horned cattle, and 3 horses, *less* than the Bynum estate which fell into his hands by reason of his marriage aforesaid.

Your orators refer to the aforesaid tax list of 1818 as the basis of the present examination, because no exhibit has ever been made by the said Perkins to the probate court of Concordia, or to your orators, of the situation of their father's property at the time of the marriage of said Perkins in 1818; the said Perkins having neglected at that time, and for 9 years after, to make any exhibit of any kind as to his actings and doings in relation to said estate.

Your orators show, that on the 12th of August, A. D. 1824, the mother of your orators, and the wife of the said Perkins, died.

Your orators charge, and so the facts are, that the said Perkins was greatly embarrassed at or about the time of his marriage, owing to the low price of cotton consequent upon the stagnation of commerce during the war, and also owing to a purchase of 20 negroes made by said Perkins from Francis Bynum, on the 13th of April, A. D. 1812, for the large sum of $26,660 on a credit of ten years, for which purchase he executed his ten promissory notes, payable on the 10th of March, in

each and every year thereafter, for the sum of $2,660 each, the payments of which notes he secured by a mortgage on his Somerset plantation.

Your orators further represent, that in addition to the foregoing indebtedness the said Perkins was likewise indebted to the Bank of the State of Mississippi, (a chartered institution, at that time located at the city of Natchez,) in the sum of $4,000, for so much money lent and advanced by the said institution to the said Perkins before the marriage, and paid during the coverture.

Your orators show, that during the years 1818 and 1819, the said John Perkins suffered the Bynum property to remain together, and to be worked on the lands of your orators' father, on lake Concordia; but show that in 1820 the said Perkins removed (without the sanction of the probate court,) the negroes, stock, and personal property of the Bynum estate to his Somerset plantation, where he continued to employ the said property in making cotton, corn, and in improving and clearing his said plantation and the adjoining lands, until the year 1827.

Your orators charge, and so the facts are, that the said Perkins to induce his said wife to consent to the removal of the Bynum hands and personal property, and to the dismantling and abandonment of the Lake Concordia plantation, a measure so palpably to the injury of the Bynum heirs, gave his said wife to understand that the Bynum force were to commence a new plantation for themselves in the rear of his Somerset plantation, on lands which were purchased about the time of the removal, and as your orators believe for that purpose, and paid for in whole or in part out of the Bynum crops of 1818 and 1819, or by the sums of money belonging to the Bynum estate, which were collected by said Perkins.

Your orators represent that the Bynum force did clear a piece of land in the rear of Somerset, and erected thereon a separate negro quarter, which negro quarter is represented to have been about 3 miles from the Mississippi river, on a piece of land known as the Cabin Fields; but so it is, may it please your honor, that the said Perkins, becoming dissatisfied with this arrangement in two or three years thereafter, abandoned the said Cabins (though he continued to cultivate the land,) and concentrated the two forces on his Somerset plantation, and from that time worked them jointly in the cultivation of his Somerset plantation and the adjoining lands, which the Bynum force had cleared and rendered fit for cultivation. After the concentration of the two forces as aforesaid, the said Perkins gave his said wife to understand and believe, that the product of the labor at Somerset, the cotton raised, and the property acquired by the sale of the joint crops, was to be equally divided between the said Perkins and the heirs of Bynum; under this impression the mother of your orator lived and died. This understanding and agreement, as to the acquets and gains growing up between the said Perkins, and the mother of your orators, was frequently expressed by the said Perkins to a member of his family, during the lifetime of your orators' mother.

But so it is, may it please your honor, that since the death of his said wife, from interested and selfish motives, the said Perkins has disregarded the understanding had with, and the promise made to his deceased wife, and so administered the property of your orators as to give them an arbitrary sum per annum for the use of their property, and has reserved to himself all the large crops, acquisitions of property, and valuable improvements, which the use of the Bynum property had enabled him mainly to acquire.

Your orators show that, in accordance with his said arbitrary and unjust determination, he detained the Bynum property at his Somerset plantation from 1820 until 1827, when the oldest child, Nancy S. Bynum, now Ewing, was about to be married, when the said Perkins for the first time went into the probate court of Concordia, and rendered what he called a full and final settlement of the estate of Benjamin Bynum, and also of the estate of his wife, the mother of your orators; copies of which accounts are herewith presented, marked A and B, and are prayed to be made part of this bill.

Your orators show that the accounts A and B extend over a space of 9 years, all of which time the acts of the said Perkins in relation to the said estate were illegal, null, and void, and in direct violation of law, for the said Perkins never qualified himself as administrator of said estate until the year 1827, nor did he derive any right to control the said estate by reason of his marriage with the mother of your orators, for there was no family meeting called to sanction the second marriage; consequently the mother of your orators and the said Perkins lost all right to act as guardians of the minor children, or in anywise control their property. This disregard of the plain and positive requisitions of the law, cannot be attributed to ignorance on the part of the said Perkins, for he for a number of years occupied the situation of clerk, and afterwards judge, of the probate court of Concordia; and as such was in the daily habit of requiring from others what he himself disregarded when the Bynum estate fell into his hands.

The aforesaid administration accounts of the said Perkins, A and B, are founded upon the inventories and appraisements of the estates of Benjamin Bynum, and the mother of your orators, Mrs. Mary Perkins, which the said Perkins caused to be made on the 20th March, A. D. 1827, Joseph Smith and James Nolan acting as appraisers; copies of which inventories and appraisements are herewith presented, marked C and D, and are prayed to be made part of this bill.

These inventories and appraisements, your orators aver, are unjust and partial, and do not represent the true state of the property of either [their] father, Benj. Bynum, or of their mother, Mrs. Mary Perkins. But it is sufficient for the present purpose of your orators to refer to the fact that, in the *full* and *final* showing of the estate of Mrs. Mary Perkins, as it is characterized by the said Perkins, that the said Perkins nowhere makes mention of all or any of the large acquests and gains which had grown up between the said Perkins and the mother of your orators, which acquests and gains (independent of the fundamental

law of Louisiana) the said Perkins had so solemnly consecrated to the advancement of the Bynum heirs as a just return for the injury they sustained by reason of the abandonment of their interest on Lake Concordia and the removal of their negroes, stock, &c., to Somerset plantation.

Your orators particularly call attention to the fact that, in the inventory of the estate of your orator's mother, dated 29th May, 1827, the said Perkins sets forth no other property as belonging to the succession of his said wife, except such property only as the said Perkins claimed to belong to his said wife out of the estate of your orator's father, and the property inherited by her, the said Perkins having thus kept back and suppressed each and every of the large claims which your orators now exhibit against him, which demands are believed to be legitimate community claims, and at the dissolution of the community of Perkins and wife, 12th August, A. D. 1824, descended to your orators and their coheirs, viz., Mary B. Eskridge, formerly Bynum, and John and William Perkins, whom your orators are not, however, authorized to make parties to this suit.

Your orators claim remuneration for the following demands:

For the individual debts of the said Perkins, contracted before the marriage, and paid during the coverture, as follows:

For the amount of a note of said Perkins due to and in favor of Francis A. Bynum, paid August 18, 1818, $2660. Same in favor of same, paid June 27th, 1820, $2660. Same in favor of same, paid June 11th, 1822, $2660; making the full sum of ten thousand six hundred and forty dollars, $10,640.

For the amount of one other of said notes, paid by Alvarez Fisk, the merchant of the said Perkins, out of the proceeds of the joint cotton, 3d May, 1819, and charged to said Perkins, $2660; paid by said Perkins to the Bank, State of Mississippi, at Natchez, in 1822, the amount of said Perkins' indebtedness contracted before the marriage, 4000.

Making the full sum of seventeen thousand three hundred dollars of debts contracted before the marriage and paid during the coverture, $17,300.

The following sums of money were expended by the said Perkins, for property in the State of Mississippi, during the coverture, and while the said Perkins was a citizen of the State of Louisiana, the means to pay for which was derived either from the joint property at Somerset, or from the estate of Benjamin Bynum; which property, since the dissolution of the community, has been retained by said Perkins, and appropriated to his individual use, viz:

For the purchase of a tract of land near the city of Natchez, from Arthur Mahon, on the 30th October, 1818, containing 99.26 acres, for which purchase the said Perkins and Mary, his wife, (acknowledging themselves to be citizens of the parish of Concordia and State of Louisiana) gave a mortgage on the purchased premises to secure the payment of the five promissory notes executed by said Perkins for the pur-

chase aforesaid; of which notes the following were paid during the coverture: February 1st, 1819, $2000; June 1st, 1820, $2000; June 2d, 1821, $2000; June, 1822, $2000; making the full sum of eight thousand dollars, $8000, as will more fully and at large appear, reference being had to the mortgage of Perkins and wife to Mahan, herewith presented, marked E, which is prayed to be made part of this bill.

For the cost of a dwelling-house erected on said premises, called The Briars, with the improvements thereunto attached, $10,000.

2100 acres of land, purchased by the said Perkins from Elihu Hall Bay, on the 5th January, 1819, in what is known as the Lyman mandamus claim in Claiborne county, Missi., for the sum of 5000.

1000 acres in the same Mandamus claim, purchased by said Perkins from Sugars Turner, on the 17th of March, 1824, for the sum of $1000.

Making the sum of twenty four thousand $24,000 dollars expended for property out of the State of Louisiana during the coverture.

Your orators claim remuneration for the following property, acquired by the said Perkins in the State of Louisiana during the coverture, viz:

For a purchase made from Edward Broughton, by deed dated 2d November, 1818, of sundry slaves, live stock, and farming utensils, for the sum of $8,340; purchased of Isaac House by deed dated 30th September, 1818, his possessions on Palmyra bayou, or Lake Vidal, commonly called the Mounds; also his entire stock of cattle, except 2 bulls and eight cows and calves, for the following consideration, $600 for the land and $6.00 for each head of cattle—cow and calf to count two. Purchase money for the land paid by said Perkins on the 30th of September, 1818. The number of acres contained in this tract, not given in the deed, 600.

Purchased from Chancy Pettibone, curator on the estate of Alexander McCormack, by deed dated 16th Decem'r, A. D. 1818, all that piece of land, situated, lying, and being on the west margin of the Mississippi river, about 70 miles above the town of Vidalia, containing 640 acres more or less. Your orators have been informed, and so believe, that, in relation to this particular piece of land the said Perkins, after his purchase from Chancy Pettibone, curator as aforesaid, and after extensive and valuable improvements made thereon partly by the labors and joint services of the Bynum hands, greatly enhancing the value of said land, ascertained or feared that one Israel Loring, of Claiborne county, Mississippi, possessed a better title to said land than that acquired by said Perkins from Chancy Pettibone, curator as aforesaid. Whereupon the said Perkins purchased from the said Loring his interest in said land, with a claim to a pre-emption in the rear thereof of 640 acres, for the sum of $8000, as your orators have been informed and believe, which $8000 was paid to the said Loring in the notes of a certain Wm. R. McAlpin, of Claiborne county, Mississippi; which notes had been received, by said Perkins from said McAlpin, for a purchase by the said McAlpin of a part of the 2100 acres of land in the Lyman Mandamus, purchased by Perkins from Elihu Hall Bay, on the 15th January, 1819, as has been before set forth; the said Perkins hav-

ing thus given, in payment of the Loring claim, $8000 of the avails of a purchase which is alleged by your orators to be subject to the laws of community. Your orators have been informed, and so believe, that, since the purchase from Chancy Pettibone, curator, there has been a pre-emption granted in the rear thereof of 640 acres more or less, which your orators aver should, equally with the original purchase, enure in part to their benefit.

Purchased from Gamaliel Pease and wife, by deed dated 1st of March, 1820, the three following tracts of land, for the sum of $3,400, viz., all that piece of land situated and lying near to and in the rear of the lands owned and cultivated by John Perkins, originally surveyed in the name of Richard Warner, under the authority of the Spanish Government, containing 640 arpents, be the same more or less. Also, that piece or parcel of land adjoining the lands above, and surveyed for and in the name of Antonio Carroll, containing 600 acres, be the same more or less. Also, that piece or parcel of land adjoining lands above surveyed, under the authority of the Spanish Government, for and in the name of Joseph Turo, containing 600 acres, be the same more or less.

Purchased from William Collins, by deed dated 26th March, 1820, for the sum of $700, a tract of land situate, lying, and being on the waters of the Tensas, in the parish of Concordia and State of Louisiana, being the same piece or parcel of land originally surveyed, under the authority of the Spanish Government, in the name of Ezekiel Love, and the same confirmed to him by act of Congress, April 29, 1816, containing 500 acres, more or less.

Purchased of James Watson, senior, curator on the estate of Charles Patterson, by deed dated 6th September, A. D. 1820, a certain plantation and improvements, made on a piece of land adjoining the lands of John Perkins on the one side, and Israel Loring and Joshua G. Clark on the other, which the said Patterson had in his lifetime, being the residence of the said deceased, on which the buildings, fields, and improvements are situated, with the crop thereon. Also, 30 acres of land, adjoining and belonging to said plantation, purchased by the said Patterson from Joshua G. Clark and Israel Loring, the two pieces or tracts of land containing, by estimation, acres, for the sum of $950, paid by said Perkins on the 25th of February, 1820. This tract of land is believed by your orators to be the James Ursory tract, and if so, contains 640 acres, independent of the 30 acres purchased from Clark & Loring.

Purchased by said Perkins, from the Government of the United States, on the 27th December, 1821, 516 acres of land, adjoining Somerset, at a cost, as your orators believe, of $645, or $1.25 per acre.

Purchased by said Perkins, from Samuel Gustine, by deed dated 2d December, 1819, a certain tract of land, situated, lying, and being in the parish of Concordia, and State of Louisiana, on Palmyra bayou, or Lake Vidal, at the head of Somerset bayou, about five miles from the Mississippi river, being the same piece or parcel of land returned

by the appraisers of taxes for the year 1814, in the name of and as the property of Isaac House, for the sum of $53.24. The number of acres in this tract not set forth in the deed.

Which produces, as near as can be ascertained by your orators, the sum of 4166 acres of land, a portion of which land is claimed in kind by your orators. Your orators represent to your honor, that the tax list of the said parish of Concordia, dated 21st October, 1824, represents the said Perkins as possessing 4657 acres of land, valued at $21,000, 3317 acres of land which is assessed in one item, and is believed to be the lands in the immediate neighborhood of Somerset. The tax list of March, 1818, before referred to, shows the said Perkins to be in possession of 1077 acres of land, valued at $1000, which shows an increase in the value of the landed property of said Perkins of $20,000.

Your orators further represent, that at the dissolution of the community of Perkins and wife there was other property belonging to said community of the value of $59,867.16, consisting of a crop growing and hanging by the roots in 1824, $18,367.16; 700 head of sheep, valued at 2100; 400 head of horned cattle, valued at $2400; 50 horses, mules, mares and colts, of the value of $1500. And the improvements made on the separate lands of said Perkins, consisting of about 400 acres of land cleared, worth $50 per acre, to *clead* $20,000; about four miles of levee made from 1820 to 1824, worth at least $1000 per mile, $4000; fencing and ditching, of the value of $2000; buildings erected, consisting of a two-story frame dwelling-house; frame barn, 90 by 60 feet; spinning house, hospital, house for white carpenters to live in; double log cabin for overseer, and log cabins of the value of $8000; together with farming utensils of the value of $1500.

Your orators claim remuneration for a sale of $5000, made by said Perkins to George Lake on the 17th March, 1822, of part of the 2100 acres of land purchased by said Perkins from E. H. Bay, in the Lyman mandamus, as before set forth; of which $5000 the said Perkins is believed to have received the following sums during the coverture: 1st March, 1823, 1666.66; 1st March, 1824, $1666.66⅔. The remaining sum of $1666.66⅔ was due and payable on the 1st March, 1825, and is supposed to have been paid to said Perkins after the dissolution of the community.

Which demands produce the aggregate sum of $112,840.49, for one half of which sum, with 5 per cent. interest thereon, your orators, jointly with their co-heirs, have a claim.

This estimate does not take into consideration the sum of $6395, expended by said Perkins for lands purchased by him in the immediate neighborhood of Somerset, as a portion of said lands are claimed in kind by your orators.

All the foregoing claims, besides others wholly unknown to them, as they verily believe, but well know[n] to the said Perkins, they are justly entitled to in virtue of their rights, as before set forth, and which they had well hoped the said Perkins would have made full disclosure and full settlement of with your orators, without resort to law, as he

was reasonably bound and has been often requested to do. But now, so it is, the said Perkins fraudulently contriving by various false pretences, crafts, and stratagems, to injure and oppress your orators, and to conceal and withhold from them their just rights, sometimes pretends that there were no acquests and gains accruing during the coverture, of which to make division and distribution to the heirs of the said Mary Perkins, and other times that he has fully set forth and distributed to your orators all their respective shares in said acquests and gains; and more expressly does the said Perkins pretend that the several receipts and releases, which by fraud, concealment, and circumvention, he obtained from each of your orators, and of the said Benjamin S. Bynum before his death, have settled and satisfied said claims, and foreclose your orators from all further redress. Of these three several receipts, the first executed by the said Benjamin S. Bynum, the second by the said Ewing and wife, and the third by the said Fourniquet and wife, your orators represent that in form they are substantially the same. A copy of that executed by Fourniquet and wife, bearing date 27th day of May, 1834, is herewith exhibited, marked F', and prayed to be made part of this bill. But, in reference to these receipts, your orators allege that the first, given by Benjamin S. Bynum, deceased, was executed when he was scarce two months beyond his majority, and soon after his return from his school at the North; his youth and long absence both disqualifying him from knowing anything of the situation of his estate, and any of the numerous acts of mal-administration of it in the hands of the said Perkins herein charged; without a single relation near him, or other friends of mature years and judgment with whom to advise. And so with your orators, his sisters, returning from their school abroad, they could not and did not know anything of their interests, and soon after intermarrying with your orators, Ewing and Fourniquet, neither of whom had been raised in the country, and were utter strangers to the affairs and management of the estates of their wives, respectively, and without suspicion, executed their receipts, which were prepared by said Perkins, with all their comprehensive language and sinister concealment, for their signature.

These receipts, your orators represent, were all executed in the State of Mississippi; and they now solemnly declare, that the matter of acquests and gains, which had accrued between Perkins and wife, as in the bill set forth, was not by said Perkins to your orators discovered at the execution of said receips, or at any time previous; and not only was there no account or statement exhibited to your orators, before or at the time of executing said receipts, of the matters and things embraced in this bill, but there was no showing in the probate court of Louisiana, as your orators have subsequently ascertained, which could have advised them of their rights, had their suspicions led them to an examination, which they did not.

Hence your orators aver that these receipts are void, by reason of the fraudulent concealment, on the part of said Perkins, of the extensive rights and interests of your orators, which he claims to conclude by

said receipts, which were not known to them, and not considered by them when said receipts were executed.

2dly. Said receipts are no bar, as your orators insist, when offered, to conclude them of their inheritance of their mother's estate, derived and descended to them in the State of Louisiana; because they aver, and such the truth is, that no account whatever of said acquests and gains was rendered to them of said estate by said Perkins, and none was reported by him to the probate court of Louisiana at the time when said receipts were executed.

3dly. Because it is not to be inferred from the tenor of said receipts that these acquests and gains were intended to be concluded thereby; or if the language of said receipts be considered as extending to said acquests and gains, then, because said receipts are false and fraudulent in fact, as no part of said acquests and gains were received by your orators, or accounted for by said Perkins.

4thly. Because your orators claim in this inheritance from their mother, as part of said acquests and gains, an interest in several tracts of land in the State of Louisiana, the title to which in manner aforesaid has descended to and vested in them, and these receipts are insufficient in form and substance to convey and vest in said Perkins their inheritance in these lands.

5thly. And as to the receipt herewith exhibited, executed by said Fourniquet and wife, it is void and no bar, for the further reason, as your orators aver, because it was executed by the said Fourniquet and wife while the said Harriet was a minor and under twenty years of age, which your orators, Fourniquet and wife, aver is the truth; and because executed as a release under seal, by a feme covert in the State of Mississippi, to divest and conclude her sole and separate estate in the State of Louisiana without an acknowledgment thereof before a proper officer, separate and apart from her husband.

And, in further explanation of the receipt and release executed by Fourniquet and wife, your orators aver, that though in said receipt it is acknowledged that the sum of one hundred dollars was paid to them by said Perkins when said receipt was executed, yet the truth is, that no such sum, nor was any sum of money whatever so then and there received. But, on the contrary, the said Perkins then presented to your orator, Fourniquet, an account showing a balance of $550.81 against his wife Harriet; $399.16 of which was a balance on the guardian account of said Perkins in Claiborne county, Mississippi, for 1832 and 1833, (and after he had surrendered to her brother, Benjamin Bynum, the portion of slaves he had assigned her out of the Bynum estate,) and the balance being cash advanced to the said Harriet; which account of $550.81 your orator, without suspicion of the integrity of said Perkins, then and there paid him, by giving said Perkins a check on the Planter's Bank, Natchez, for a like sum; which account of said Perkins, receipted, bears even date with the receipt or release the said Perkins set up in bar of the right of action on the part of Fourniquet and wife.

The account of said Perkins, as guardian of the said Harriet in Clai-

borne county, Mississippi, his account against her for $550.81 receipted, and the check of said Fourniquet on the Planter's Bank, are herewith presented, marked G, and are prayed to be made part of this bill.

Further represent that, in regard to the pretended settlement of said Perkins with Benjamin S. Bynum, your orators aver, and such believe the truth to be, that in a certain deed which the said Perkins executed to the said Benjamin S. Bynum, of date the 1st of May, 1829, and herewith exhibited, marked H, as a part of this bill, that the deed which purports to have been executed upon consideration of love and affection, (though other considerations not expressed are admitted,) was in fact executed upon the consideration that young Bynum had sold and conveyed to said Perkins all his share of the land inherited from his father's estate in Louisiana.

This whole transaction, as your orators believe, is illustrative of all the studied fraud and duplicity with which he dealt with the interest of the Bynum heirs. The deed shows only love and affection for its consideration, though land of greater value, as your orators aver, was received in exchange; moreover, this deed conveys land to young Benjamin S. Bynum which at the time was of doubtful title and in controversy in the courts of Mississippi, yet the said Perkins withheld any covenant of warranty, except against himself and his heirs; while the land he got in exchange of good title was grasped by the said Perkins from young Bynum, with a covenant of general warranty. But these advantages were not alone sufficient; this deed was made an occasion to take a bond of fate, and make assurance doubly sure, that his unjust dealings towards his ward should never be inquired into, but under a penalty upon innocence, that guilt alone deserved, by incorporating a condition of forfeiture, such perhaps as has seldom or never been seen in this country in a conveyance of lands, viz., as follows: "Provided, also, if the said party of the second part (Bynum) from any misapprehension, or with any view whatever, shall be induced to prefer any claims against the party of the first part (Perkins) for any matter or thing whatever, up to or previous to this time, then this deed shall be void."

Your orators exhibit this transaction, and rely upon it as important in the exposition of their cause, believing, that to read it is to understand with what love and affection, and with what integrity, the said Perkins administered and settled the interests of his wards. They further aver, also, that since Fourniquet and wife have preferred their demands against said Perkins, with indiscreet assurance he brought an action to recover on the supposed forfeiture of title. But the instrumentality of the court was found less convenient to his purpose than accounts and transactions in his own private keeping, and its judgment was awarded against him with costs; foiled by this decision, he complained to his counsel that they had not longer protracted the controversy, declaring that his desire was to hold the lis pendens in terrorum over his adversaries; to which his counsel, with a proper sense of their personal honor, informed him that they rendered their services for the ascertainment of

the legal rights of their clients; but if he desired their professional skill only to subserve the object of vexatious and oppressive litigation, he must employ others more suited to his purpose.

Whereupon your orators, thus affirming their claims aforesaid, protest against these pretensions of the said Perkins; all which, and his acts and doings aforesaid, tend to the manifest injury and oppression of your orators. And for as much as they are without adequate relief at law, and can only be fully relieved in a court of equity, where such matters and things are particularly cognizable, therefore, may it please your honor to award the writ of subpœna, directed to the said John Perkins, commanding him to be and appear before your honorable court to abide its further order in the premises. And that the said Perkins may upon his corporal oath full, true, and perfect answer make to all the matters and things herein alleged against him, as fully as if herein again set forth, and he specially interrogated thereto; and that he may distinctly set forth and answer the following questions:

1. Did you or did you not, on or about the 12th of August, 1818, intermarry in the parish of Concordia, and State of Louisiana, with Mrs. Mary Bynum, widow of Benjamin Bynum; were not you and your said wife both citizens of said parish and State aforesaid when said marriage was solemnized?

2. Did or did not your said wife die on or about the 12th of August, 1824?

3. At the time of the marriage aforesaid, was not your said wife residing on the plantation of her first husband, Benjamin Bynum?

4. Did or did you not at the same time cultivate a plantation of your own on the Mississippi river, in the same parish and State, called Somerset; of how many acres of land did your said plantation at that time consist?

5 Does or does not the tax list of Concordia, dated March, 1818, exhibit the Bynum estate as possessing 66 negroes, 70 head of horned cattle, 15 horses and mules, and 1000 acres of land?

6. Does or does not the same tax list represent you as possessing at the same time 58 negroes, 60 head of horned cattle, 12 horses, and 1,077 acres of land?

7. Did you or did you not, at the time of your said marriage with Mrs. Mary Bynum, have a family meeting called to sanction her second marriage? If you answer in the affirmative, please present to this honorable court a certified copy of the proceedings had by said family meeting.

8. Did you or did you not, at the time of your marriage in 1818, have an inventory and appraisement of the estate of Benjamin Bynum made and returned to the probate court? If you answer in the affirmative, please exhibit to this honorable court a certified copy of said inventory and appraisement.

9. Did you or did you not, on the decease of your said wife in August, 1824, have an inventory and appraisement made of the estate of Benjamin Bynum and Mrs. Mary Perkins? If you answer in the affirma-

tive, please exhibit to this honorable court a certified copy of said inventories and appraisements.

10. Did you or did you not ever qualify yourself by authority of the probate court to administer the estate of Benjamin Bynum, or Mrs. Mary Perkins, at any time previous to the year 1827? If you answer in the affirmative, please exhibit to this honorable court a certified copy of your appointment, and also a copy of the bond given by you.

11. Did you or did you not, when you removed the Bynum negroes and property from the plantation on Lake Concordia to your Somerset plantation, in the year 1820, receive from the probate court authority to make said removal? If you answer in the affirmative, please exhibit to this honorable court a certified copy of the permission granted you.

12. Did you or did you not for a number of years act as clerk, and afterwards as the judge, of the probate court of Concordia? If you answer in the affirmative, state when you resigned your office of judge.

13. Were or were not the Bynum negroes, when they were first taken to Somerset, settled on a piece of land in the rear of your said plantation, from whom was said land purchased, and how many acres did it contain?

14. Did they or did they not erect thereon a negro quarter; were they not removed under an overseer named Hoover?

15. Had you or had you not a distinct and separate negro quarter of your own on your Somerset place; were or were not your negroes under the charge of an overseer of your own?

16. How long did you suffer the Bynum hands to remain upon the piece of land on which they first settled, before you concentrated the two forces on your Somerset place?

17. Was or was not the piece of land on which the Bynum hands were first settled a canebrake; when they went there, did they or did they not make a clearing thereon in the neighborhood of their cabins?

18. After the concentration of the Bynum force with your own, did they or did they not assist you in cultivating and clearing your Somerset plantation and the lands adjoining, which were purchased during the coverture?

19. Was or no there due to the Bynum estate, and to the estate of Mrs. Perkins, the several sums of money in this bill set forth? If you answer in the negative, please state the particular sums not due to said estates, or not collected by you.

20. Did you or did you not, during the coverture, pay or cause to be paid to Francis A. Bynum the amount of the four notes in this bill set forth, amounting to the sum, as stated, of $10,640?

21. Did or did not Messrs. Rutherford, Fisk, and McNeill, (at that time your merchants,) pay and charge to your account on the 3d May, 1819, one other of the same notes, for the sum of $2,660?

22. Were or no the said notes given by you to the said Bynum for the purchase of 20 negroes, in the year 1812, as in this bill set forth?

23. Did you or did you not, in 1822, pay or cause to be paid to the Bank, State of Mississippi, at Natchez, the sum of $4,000; was not said

sum of money a loan made to you by said bank previous to your marriage, as in this bill set forth?

24. Did you or did you not on the 30th October, 1818, purchase from Arthur Mahan the piece of land in the neighborhood of Natchez, as in this bill set forth?

25. Did you or did you not pay, or cause to be paid, to said Mahan the amount of the four notes in this bill specified, and at the times specified?

26. Did you or not erect on said land a mansion house called the Briers; was it not a large, well finished, and expensive house; what did the erection of said house, the levelling the grounds, the fences, and the other improvements in and about the said property cost you?

27. Did you or did you not purchase from Elihu Hall Bay, on the 5th January, 1819, the 2100 acres of land, in the Lyman Mandamus, for the sum of $5000, as in this bill set forth?

28. Did you or did you not purchase from Sugars Turner, on the 17th of March, 1824, the 1000 acres of land in the same Mandamus, as in this bill set forth?

29. Was or was not the 1000 acres of land purchased from Turner the same piece or parcel of land that was afterwards known as the Long Branch tract?

30. If you answer that the purchase from Sugars Turner is not the Long Branch tract, then state from whom you purchased said Long Branch tract, at what time, and for what price per acre.

31. Did you or did you not purchase from Isaac House, on the 30th September, 1818, his possessions on Palmyra bayou or Lake Vidal, with his stock of cattle, as in this bill set forth? State to this honorable court how many acres of land were contained in this purchase; also the number of cattle received by you from said House, and the sum you paid for the same.

32. Did you or did you not purchase from Chancy Pettebone, curator on the estate of Alexander McCormack, on the 16th December, 1818, the 640 acres of land, as in this bill set forth?

33. Did you or did you not, some years after, purchase from Israel Loring a title he claimed to possess to the aforesaid piece of land, together with the said Loring's right to claim from the Government of the U. States a double back concession to the said tract of 640 acres additional, as in this bill set forth?

34. Did you or did you not give the said Loring, in payment of said purchase, the notes of a certain Wm. R. McAlpin for $8,000, which notes had been received by you from the said McAlpin in payment of a purchase made by him of part of the 2100 acres of land purchased by you from Elihu Hall Bay, as in this bill set forth?

35. Has there or has there not been a pre-emption or back concession granted by the Government to this McCormack tract of land? If you answer in the affirmative, please state how many acres it contains, and when it was acquired.

36. Did you or did you not, on the 1st March, 1820, purchase from

Gemaliel Pease and wife the 3 following tracts of land, viz: Richard Warner 640 arpents, Antonio Carroll 640 acres, Joseph Turo 600 acres, for the sum of $3400, as in this bill set forth?

37. Did you or did you not, on the 26th May, 1820, purchase from William Collins 500 acres of land, more or less, for the sum of $700, as in the bill set forth?

38. Did you or did you not, on the 6th September, 1820, purchase from James Watson, sen., curator on the estate of Charles Patterson, a plantation and improvements made by the said Patterson in his life-time, together with thirty acres of land adjoining the said plantation, and the crops growing on said plantation, for the sum of $950, as in this bill set forth? State to this honorable court how many acres was contained in this purchase, independent of the 30 acres; state, also, of what the crop of the said Patterson plantation consisted, and its value.

40. Did you or did you not, on the 27th December, 1821, purchase from the Government of the United States 516 acres of land at a cost of about $1.25 per acre, as in this bill set forth? If not 516 acres, state how many acres you purchased.

41. Did you or did you not, on the 2d December, 1819, purchase from Samuel Gustine, for the sum of $53.24, the tract of land known as the Isaac House tract, which had been purchased by said Gustine at tax collector's sale in 1814, as in this bill set forth? State how many acres of land *was* contained in this purchase.

42. Did you or did you not, in 1823, sell to George Lake, of Claiborne county, Mississippi, a part of the 2100 acres of land purchased by you from E. H. Bay, as in this bill set forth? Did you or did you not receive from said Lake the sums of money in this bill set forth?

43. Did you or did you not, on the first of March, 1825, receive from the said George Lake the balance of his said purchase of $5000—say $1666.66⅔? If you answer that the said sums of money were not promptly paid by said Lake, then state when and from whom you received payment of the said $5000.

44. Did or did not your crop of 1824 amount to 268 bales of cotton, and sell for the sum of $18,367.16.

45. Does or does not the tax list of Concordia, dated 21st October, 1824, represent you as possessing 4657 acres of land in said parish? Did you not pay taxes on that number of acres? Is not the said land, in said tax list, valued at $21,000?

46. Was or was not the 3317 acres of land, assessed in said tax list, in one item, intended to represent the number of acres of land claimed by you in the immediate neighborhood of your Somerset plantation? If you answer in the affirmative, state what tracts of land made up the sum of $3317 acres.

47. Did you or did you not purchase during the coverture (that is, from 12th August, 1818, to 12th August, 1824,) any other tracts of land in the State of Louisiana or elsewhere, other than those set forth in this bill? If you answer in the affirmative, please state distinctly where said land is situated, the number of acres contained in each tract, and the price you paid for it.

Your orators further represent that Mrs. Mary B. Eskridge, formerly Bynum, a citizen of Mississippi, is a co-heir in all the interests of this bill, but whom your orators are not authorized to join with them as complainants in this action; also, that John and William Perkins, both sons of the defendant, John Perkins and Mary Perkins being brothers of the half blood of your orators, the Bynums, and both citizens of Louisiana, are co-heirs in the degree indicated with your orators in the matters of this bill, and whom your orators are not permitted to join in this bill of complaint; all whom being thus excluded from participation in this suit, entitles your orators to recover, for the respective shares each, one fourth of one half and one-sixth of the other half of all the acquests and gains for which the defendant is liable to account to the heirs of Mary Perkins, deceased, or for such other share as the case stated and the laws of Louisiana entitle them.

And, upon final hearing, may it please your honor to order and adjudge that the said defendant account to and with your orators for their portion and share of all money demands set forth in this bill, with such others as may be discovered by the answers of said Perkins, together with the lawful interest thereon, to which upon the facts aforesaid they are entitled. Also, that they have partition of all the several tracts of land acquired during the coverture, in the ratio and proportion of their interest, as before shown; and that the said defendant be ordered to make them good and sufficient titles to the land which shall be awarded to your orators by the decree of this honorable court.

Also, that the said defendant be ordered and decreed to account to your orators, in the ratio aforesaid, for all rents and profits which have been received by him, or which should have accrued in the use of their lands, so wrongfully withheld from them by said defendant; and, also, that he be required to account to and with your orators, in the ratio of their interest as aforesaid, for all the work, labor, and services bestowed by the slaves and cattle of your orators, in clearing, cultivating, and improving the separate estate of the said John Perkins during the coverture; and that he account for, and be required to pay to your orators, their share of all other demands in this bill set forth.

And that your honor grant to your orators all such other and further relief in the premises, as they may be entitled to by reason of the case presented, and which to equity shall seem meet.

And, as in duty bound, your orators shall ever pray, &c., &c.

E. P. FOURNIQUET,
HARRIET J. FOURNIQUET,
JOHN HENDERSON,
Solicitor for Complainants.

MARTIN W. EWING,
ANN S. EWING,
JOHN HENDERSON,
Sol. for Compl'ts.

Exhibit A.

John Perkins, curator ad bona and tutor to the minor heirs respectively of the succession of Mrs. Mary Perkins, deceased, in account with said succession.

Dr.			
This accountant charges himself as follows, to wit:			
Amount of inventory, taken 2d March, 1827 -		–	$6,325 00
One-half of the acquests and gains in community with the late Mrs. Bynum, deceased, which sum is placed to the credit of the accountant in the settlement of the estate given next below, to wit:			
1040 acres of land on Lake Concordia, Louisiana - - - -	$10,000	$5,000	
16 negroes - - - -	4,200	2,100	
4 mules - - - -	200	100	
60 head of cattle - - -	200	100	
Francis Bynum, note and interest -	366	183	
			7,483 00
Amount of inventory contained in supplement—			
Negro boy Arthur - - -	250	–	250 00
			$14,058 00
Cr.			
This accountant prays allowance as follows, to wit:			
This sum, being the appraised value of a negro boy called Peter, having died since the inventory was taken -			$300 00
This sum, paid office fees for inventorying, and finally allowing and settling this account - - -			55 00
This sum, being the price of boy Arthur, given to John -			250 00
This amount of property on hand, subject to adjudication under the provision of the law in such cases made and provided - - - - -			13,453 00
			$14,058 00

Exhibit A—Continued.

Your accountant exhibits a further account, showing the necessary expenditures for the use of the estate, and the maintaining the family, schooling of children, &c., together with the receipts arising out of said estate.

DR.

He charges himself as follows, to wit:	
For this sum, being the amount of crop of 1818, 85 bales, weighing 35,202 lbs., sold in New Orleans, by McNeill, Fisk & Rutherford, 10th May, 1819, at 18 and 20 cents, as will be seen by their account of sales, which is herewith presented. Grs. amount $7,016.42; charges $344.34; nett proceeds - -	$6,672 08
For the amount of crop 1819, 68 bales, weighing 25,666 lbs., sold by McNeill, Fisk & Co., at 16 and 17 cents, on the 1st and 2d April, 1820. Grs. amount $4,531.12; charges $251.11 - - -	4,100 01
Three years averaged 30,434 lbs., a criterion for the following years, after the hands were removed and worked with others, to wit:	
For the year 1820, the average quantity 30,434 lbs., sold in New Orleans at 16.60½. Grs. amount $5,052.04; charges $300; nett proceeds - - - -	4,752 04
For the year 1821, the average quantity 30,434 lbs., sold in New Orleans at 16.60½. Grs. amount $5,052.04; charges $300; nett proceeds - -	4,752 04
For the year 1822, the average quantity 30,434 lbs., sold in New Orleans at 12 cents. Grs. amount $3,652.08; charges $300; nett proceeds - -	3,352 08
For the year 1823, overflows; for the labor of the hands that fall in making levee - - - -	1,000 00
For the year 1824, the average quantity 30,434 lbs.; from that deduct one-fourth destroyed by an overflow, leaves 22,826 lbs., sold in New Orleans at 15¼ cents. Grs. amount $3,480.96½; charges 300; nett proceeds	3,180 96½
For 1825, the usual quantity 30,434 lbs., sold in New Orleans at $12.5 cents. Gross amount $3667.29; charges 300; nett proceeds - - - -	3,367 29
For this year, 1826, deduct from the average quantity one-fourth destroyed by overflow, leaves 22,826 lbs., sold in New Orleans at 10¾ cents. Grs. amount $2,463 79; charges $300; nett proceeds - -	2,163 79
For this sum, from Hollyday and others, for rent of plantation on Lake Concordia - - -	2,620 00
For this amount, for a piece of land sold by deceased, and money loaned Mrs. Reeves - - -	1,087 18¾

Exhibit A—Continued.

For this sum, from Cola Turner Bynum - -	$63 90
For this sum, to balance account - - -	7,388 61¾

CR.

He claims allowance as follows, to wit:

For this sum, being the expenditures for the use of the hands in making the crop of 1819, including overseer's wages, bagging and cordage, taxes, &c. - -	$2,000 00
For this, for general expenditures for use of family, schooling, &c., for same year, and part of 1818 -	4,000 00
For amount of general expenditures for use of hands for 1820 - - - - - - -	1,500 00
For this amount, for general expenditures for use of family, same year, including schooling, &c. -	2,500 00
For this amount, for general expenditures for use of hands, 1822 - - - - - - -	1,500 00
For this amount, for general expenditures for use of family same year, including schooling, &c. - -	5,000 00
For this amount, for general expenditures for use of hands, 1823 - - - - - - -	1,500 00
For this amount, for general expenditures for use of family same year, including schooling, &c. - -	4,000 00
For this amount, for general expenditures for use of hands, 1824 - - - - - - -	1,500 00
For this amount, for general expenditures for use of family same year, including schooling, &c. - -	5,000 00
For this amount, for general expenditures for use of hands, 1825 - - - - - - -	1,500 00
For this amount, for general expenditures for use of family same year, including schooling, &c. - -	4,000 00
For this amount, for general expenditures for use of hands, 1826 - - - - - - -	1,500 00
For this amount, for general expenditures for use of family same year, including schooling, &c. - -	5,000 00
	$44,500 00
	$7,388 61¾

STATE OF LOUISIANA, *Parish of Concordia, ss:*

Before me, the undersigned, parish judge and ex officio judge of probates in and for the said parish, personally appeared John Perkins, the within named accountant, and being duly sworn deposes and says, that the within account setting forth a full and final administration by him of the estate of Mrs. Mary Perkins, deceased, within the said parish, for account of the heirs of the said deceased, he verily believes to be just and true; and that, in regard to the charge therein made for expenditures, he hath not preserved any detailed accounts showing the particular sums expended, but he doth well know that they are in the said account set down and stated at less than what he hath actually paid and advanced in the said expenditures.

Signed, JOHN PERKINS.

Sworn to and subscribed this twenty-ninth day of May, 1827, before me.

ROBERT OGDEN,
Parish judge and ex off. judge of probates.

STATE OF LOUISIANA, *Parish of Concordia, ss:*

At a special court of probates in and for the said parish, this 29th May, 1827. Present, Robert Ogden, judge; George S. Guion, clerk.

In the matter of the succession of Mrs. Mary Perkins, deceased.

JOHN PERKINS, Curator and Tutor, &c.,
vs.
THE SAID SUCCESSION.

On submission of the final administration account appeared the said plaintiff as curator ad bona and tutor respectively to the minor heirs of the said succession, and Martin W. Ewing, representing his wife Mrs. Ann Ewing, and as curator ad litis and under tutor respectively to the said minors, and upon an examination of the said account, and the testimony adduced, it is ordered, adjudged, and decreed, that the said account be allowed and confirmed, subject to whatever opposition may be made and sustained on the part of said heirs as by law prescribed, the time within which said opposition may be received, being, by consent of the parties aforesaid hereby extended to the 10th day of August next, after which, no opposition being made, this judgment to be absolute.

Signed, ROBERT OGDEN, *Judge of probates.*

Attest:

Signed, GEORGE S. GUION, *Clerk.*

Exhibit B.

John Perkins, curator ad bona and tutor to the minor heirs respectively of the succession of Benjamin Bynum, deceased, in account with said succession.

Dr.		
This accountant charges himself as follows, to wit:		
For negroes originally brought into the stock by deceased, at his marriage with Mrs. Bynum, with their increase, to wit: 44 in number, valued 2d March, 1827, at -	-	$11,450 00
For amount of the appraised value of acquests and gains of community with Mrs. Bynum, to wit: 1,040 acres of land on Lake Concordia, Louisiana, valued at - - -	$10,000 00	
16 negroes, to wit:		
Frank, 50 years of age, - - 200		
Mariah, 40 " " his wife, 300		
Alexander, 14 " " their son, 350		
Anderson, 9 " " " 250		
Fanny, 7 " " - - 200		
Lucy, 5 " " - - 200		
Parke, 3 " " - - 150		
Frank, 1 " " - - 100		
Children of Sally, deceased, to wit:		
Abraham, 16 years of age, - - 200		
Polly, 14 " " - - 300		
Chany, 12 " " - - 250		
Tom, 5 " " - - 200		
Willy, 37 " " - - 350		
Ned, 16 " " - - 400		
Billy, 33 " " - - 300		
Lewis, 33 " " - - 450		
4 mules, - - - - - 200		
60 head of cattle, - - - - 200		
Francis A. Bynum's note, with interest, 366		
	14,966 00	
		14,966 00
This sum, being the price of a negro girl, Hannah, sold in the spring of 1825, - -	-	470 00
For amount of chest of carpenters' tools included in inventory and omitted in this account, - - - - - - -	-	5 00
		$26,891 00

Exhibit B—Continued.

Cr.		
This accountant claims allowance as follows, to wit:		
For one-half of the appraised value of the acquests and gains of the community of Mrs. Bynum, carried to his debit in the settlement of Mrs. Perkins' estate, to wit:		
1040 acres of land on Lake Concordia, Louisiana, value at - - - - $10,000	$5,000 00	
16 negroes, valued at - - - 4,200	2,100 00	
4 mules, valued at - - - 200	100 00	
60 head of cattle, valued at - - 200	100 00	
Francis A. Bynum's note, - - 366	183 00	
		$7,483 00
This sum, being the price [of] Elinde, a negro girl, given by the deceased to Ann, now Mrs. Ewing, - - - - - - -	350 00	350 00
This sum, being the price of James, a negro boy given to Benjamin, - - - - -	-	450 00
This sum, being the price of George, a negro boy, son of Will, given Mary - - -	-	250 00
This sum, being the price of Will, a negro boy, a son of Will, given to Harriet, - -	-	200 00
This paid office fees for inventorying and finally allowing and settling this account, -	-	55 00
This amount of property on hand, subject to adjudication under the provision of the laws in such case made and provided, - -	-	18,103 00
		$26,891 00

In the matter of the succession of Benjamin Bynum, deceased.

JOHN PERKINS, Curator and Tutor, &c., }
vs. }
THE SAID SUCCESSION. }

On submission of final administration account appeared the said plaintiff as curator ad bona and tutor respectively to the minor heirs of the said succession, and Martin W. Ewing, representing his wife Mrs. Ann Ewing, and as curator *ad bona* and under tutor respectively to the said minors, and upon an examination of said account, and the testimony adduced, it is ordered, adjudged, and decreed, that the said account be allowed and confirmed, subject to whatever opposition may be made and sustained on the part of the said heirs, as by law prescribed; the time within which such opposition may be received being, by consent of

the parties aforesaid, hereby extended to the 10th day of August next, after which, no opposition being made, this judgment to be absolute.

(Signed,) ROBERT OGDEN,
Judge of Probates.

Attest : GEORGE S. GUION, *Clerk.*

STATE OF LOUISIANA,
Parish of Concordia, ss :

Before me, the undersigned judge of probates, personally appeared John Perkins, the within named accountant, and being duly sworn deposeth and says, that the within named account, setting forth a full and final administration by him of the estate of Benjamin Bynum, deceased, for account of the heirs of said deceased, is just and true.

(Signed,) JOHN PERKINS.

Sworn to and subscribed this twenty-ninth day of May, 1827, before me.
ROBERT OGDEN,
Judge of Probates.

Exhibit C.

Inventory and appraisement of estate of Benjamin Bynum, dec'd, dated March 2d, 1827, viz:

	1,040 acres of land on Lake Concordia				$10,000 00
1	Negro man Frank	50 years			200 00
2	" woman Maria	40 "	his wife		300 00
3	" boy Alexander	14 "	Children of Frank		350 00
4	" boy Anderson	9 "	and Maria		250 00
5	" girl Fanny	7 "	do	do	200 00
6	" girl Lucy	5 "	do	do	200 00
7	" boy Parker	3 "	do	do	150 00
8	" boy Frank	1 "	do	do	100 00
9	" man Will	50 "			300 00
10	" woman Dinah	33 "	wife of Will		400 00
11	" girl Rose	13 "	Children of Will		300 00
12	" boy George	7 "	and Dinah		250 00
13	" boy William	5 "	do	do	200 00
14	" boy Robert	3 "	do	do	150 00
15	" girl Celia	1 "	do	do	100 00
16	" man Miambo	50 "			200 00
17	" boy Abraham	16 "	Child'n of Miambo		200 00
18	" girl Polly	14 "	do	do	300 00
19	" girl China	12 "	do	do	250 00
20	" boy Tom	5 "	do	do	200 00
21	" woman Judah Myers	25 "			400 00
22	" boy Edward	4 "	Children of Judah Myers		150 00
23	" boy Harry	7 mo.			50 00
24	" man Daniel	50 years			250 00
25	" boy Little Daniel	14 "	Children of Daniel		400 00
26	" boy Patrick	13 "	do	do	350 00
27	" boy Lewis	5 "	do	do	200 00

Exhibit C—Continued.

28	Negro woman Sarah	47 years	Wife of Daniel		$200 00
29	" woman Milley	37 "	- - -		350 00
30	" boy Ned	16 "	- - -		400 00
31	" man Billy	38 "	- - -		300 00
32	" woman Sukey	33 "	- - -		400 00
33	" boy David	9 "	- - -		300 00
34	" boy Moses	7 "	- - -		250 00
	Carried forward		- - -		$18,600 00
	Amount brought forward		- - -		18,600 00
35	Negro girl Lucy	5 years	- - -		200 00
36	" girl Eleanor	3 "	- - -		150 00
37	" girl Leah	1 "	- - -		100 00
38	" woman Judah Mooney	25 "	- - -		400 00
39	" girl Caroline	5 "	Children of Judah Mooney		200 00
40	" girl Jesse	2 "			150 00
41	" man Simon	50 "	- - -		200 00
42	" woman Jane	35 "	Wife of Simon		350 00
43	" woman Sally	20 "	- - -		450 00
44	" and girl Jenny	1 "	Sally's child		
45	" boy Jack	16 "	- - -		400 00
46	" girl Rachel	14 "	- - -		300 00
47	" boy Simon	9 "	- - -		300 00
48	" girl Betsey	5 "	- - -		200 00
49	" boy Jacob	3 "	- - -		200 00
50	" man Peter	33 "	- - -		450 00
51	" woman Old Sarah	70 "	- - -		100 00
52	" man Lewis	33 "	- - -		450 00
53	" woman Nelly	30 years	Wife of Dewis		400 00
54	" boy Charles	9 "	Children of Lewis		300 00
55	" girl Tamar	6 "	and Nelly		200 00
56	" boy Henry	3 "	do do		150 00
57	" girl Sarah	1 "	do do		100 00
58	" man Parker	33 "	- - -		500 00
59	" girl Eleanor	14 "	- - -		350 00
	Given by Mrs Perkins to daughter Ann.				
60	" boy Jim	16 years	- - -		450 00
	Given by Mrs. Perkins to son Benjamin.				
					$25,650 00
	1 chest of carpenter's tools, old	- - - -			5 00
	4 mules	- - - -			200 00
	The stock of cattle, supposed 60 head	- - - -			200 00
					$26,055 00

(Signed)

JOSEPH SMITH,
JAMES NOALEN,
Appraisers.

Witnesses present:
E. JENNER SMITH,
MOSES MUNHOLLAND.

ROBERT OGDEN, *Judge, &c.*

Exhibit D.

Inventory and appraisement of estate of Mrs. Mary Perkins, dec'd, dated March 2d, 1827, viz:

1	Bynum negroes.	Negro man named Cook,	aged	55 years,	valued at - -	$200 00
2	"	" woman Lucy	"	40 "	wife of Cook -	250 00
3	Negro woman Rose		aged	22 years	Children of Cook and Lucy; Lucy and her six children inherited by Mrs. Bynum from Wm. Rives - -	400 00
4	" woman Selina		"	20 "		400 00
5	" boy Jack -		"	16 "		350 00
6	" girl Susy -		"	14 "		300 00
7	" boy Jim -		"	12 "		300 00
8	" boy Peter -		"	10 "		300 00
9	" man Caleb -		"	24 "	purch'd during widowhood	500 00
10	" woman Abby -		"	35 "	inherited from Hy. Rives	350 00
11	" man George -		"	17 "	do do -	400 00
12	" woman Rose -		"	24 "	purchased - -	400 00
13	" boy Ephraim .		"	4 "	children of Rose -	200 00
14	" girl Fanny -		"	2½ "	do do -	150 00
15	" girl Caroline -		"	6 mo.	- - - -	50 00
16	" man Big Abraham		"	21 years	purchased - -	200 00
17	" woman Judah -		"	26 "	do - -	300 00
18	" woman Black Maria		"	22 "	do - -	400 00
19	" woman Yellow Maria		"	30 "	do - -	400 00
20	" man African John		"	34 "	purc'd & inh'd fm. F. Bynum	25 00
21	" man Sam -		"	19 "	purchased - -	400 00
						$6,275 00
	2 mules - - - - - - - - -					50 00
						$63,25 00

(Signed) JOSEPH SMITH,
JAMES NOALEN,
Appraisers.

Witnesses present:
E. JENNER SMITH,
MOSES MUNHOLLAND.

Supplemental.

22 Negro boy Arthur, absent in Mississippi - - - - $250 00

$6,575 00

(Signed) JAMES NOALEN,
JOSEPH SMITH,
Appraisers.

Witnesses present:
ANSON STANSBROUGH,
MARTIN W. EWING.

ROBERT OGDEN, *Parish Judge.*

29*th May*, 1827.

Exhibit E.

John Perkins to Arthur Mahan, mortgage.

OCTOBER 30, 1818.

This indenture, made the 30th day of October, in the year of our Lord 1818, between John Perkins and Mary Perkins, his wife, of the parish Concordia, in the State of Louisiana, of the one part, and Ar-

thur Mahan, of the county of Adams, in the State of Mississippi, of the other part.

Whereas the said John, in and by his certain notes of hand, bearing even date herewith, stands indebted to the said Arthur in the sum of nine thousand nine hundred and twenty-six dollars, lawful money of the United States, to wit, one note for two thousand dollars, payable in all the month of January next; one note for two thousand dollars, payable in all the month of January, 1820; one note for two thousand dollars, payable in all the month of January, 1821; one note for two thousand dollars, payable in all the month of January, 1822; and one note for nineteen hundred and twenty-six dollars, payable in all the month of January, 1823; as in and by said notes, relation being thereto had, more fully and at large appears.

Now, this indenture witnesseth, that the said John and Mary, his wife, as well for and in consideration of said debt or sum of nine thousand nine hundred and twenty-six dollars, and for the better securing the payments thereof unto the said Arthur, his executors, administrators, and assigns, in discharge of said notes, as of the further sum of one dollar to them in hand paid by the said Arthur at and before the ensealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained, sold released, and confirmed, and by these presents do grant, bargain, sell, release, and confirm, unto the said Arthur, his heirs and assigns, all that tract of land, situate, lying, and being in the said county of Adams, on the river Mississippi, about one mile below the old Spanish fort Panmure, in the city of Natchez, containing ninety-nine acres and twenty-six hundredths of an acre, being the same this day conveyed by said Arthur and Catherine, his wife, to the said John, by indenture, which will more fully appear, relation being thereto had; together with all and singular the buildings, improvements, ways, woods, rights, liberties, privileges, hereditaments, and appurtenances whatsoever thereunto belonging or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof. To have and to hold the said messuage and tenement, tract and parcel of land, hereditaments and premises, hereby granted or mentioned, or intended so to be, with the appurtenances, unto the said Arthur, his heirs and assigns, to the only proper use and behoof of the said Arthur, his heirs and assigns, forever. Provided always, nevertheless, that if the said John, his heirs, executors, or administrators, shall and do well and truly pay, or cause to be paid, unto the said Arthur, his executors, administrators or assigns, the aforesaid several sums of money, amounting in the whole to nine thousand nine hundred and twenty-six dollars, on the respective days and times herein before mentioned and appointed for payment thereof, according to the tenor of the said in part recited notes, without any fraud or further delay, and without any deduction, defalcation, or abatement to be made of any thing for or in respect of any taxes, charges, or assessments whatsoever, then and thenceforth, as well this present indenture and the estate hereby granted, as the said recited notes, shall cease, determine, and become

absolutely null and void, to all intents and purposes, any thing herein before contained to the contrary in any wise notwithstanding.

In witness whereof the said parties of the first part have hereunto set their hands and seals the day and year above written.

JNO. PERKINS, [SEAL.]
MARY PERKINS. [SEAL.]

Signed, sealed, and delivered, in presence of—
E. TURNER,
JAMES STEEN.

THE STATE OF LOUISIANA,
Parish of Concordia:

Be it remembered, that on the day of the date hereof, personally, before the undersigned, judge in and for the parish aforesaid, appeared the aforesaid named John Perkins and Mary, his wife, and acknowledged the foregoing instrument of writing to be their free and voluntary act and deed for the purpose therein expressed and contained, and desired the same to be recorded as such.

Given under my hand and seal of office this 31st day of October, A. D. 1818.
[L. S.]
EDW'D BROUGHTON,
Judge of the Parish of Concordia.

I certify that the foregoing and within deed was rec'd into my hands to be recorded on the 10th day of November, 1818.

WOODSON WREN, *Clerk.*

Received, February 1st, 1819, of John Perkins, two thousand dollars on account of the within mortgage.

his
ARTHUR X MAHAN.
mark.

Received, 1st June, 1820, of John Perkins two thousand dollars, in full for the second instalment due on this mortgage.

his
A. X MAHAN.
mark.

Witness—THOS. MUNCE.

Received, June 2d, 1821, of John Perkins two thousand dollars, being in full for the third instalment, and on this mortgage.

his
A. X MAHAN.
mark.

Witness—HENRY MOSS.

Received, in the month of June, 1822, two thousand dollars in full for the fourth instalment on this mortgage.

ARTHUR MAHAN,
By JOHN P. CARSON,
His attorney.

Witness—ROB. PIGGOT.

We, the undersigned administrator and administratrix of the estate of Arthur Mahan, deceased, acknowledge to have received from John Perkins the sum of two thousand two hundred dollars, being the last instalment on the annexed mortgage. including the interest on the same.

ADAM BOWER, *Adm'r*.
CATHERINE MAHAN, *Adm'x*.

Natchez, Jan. 26, A. D. 1826.

Witness—J. GREENE.

STATE OF MISSISSIPPI,
Adams county:

I, Ralph North, clerk of the probate court of said county, do hereby certify, that the within and foregoing instrument of writing is a true and correct transcript from the records in my office, book K, pages 242, '3, and '4, on file in my office.

In testimony whereof, I have hereunto set my hand and seal of office, this third day of June, A. D. 1841.

[SEAL.]

RAL. NORTH, *Clerk*.
By CHAS. SHELDON, *D. C.*

THE STATE OF MISSISSIPPI,
Adams county, sct:

I, Charles L. Dubuisson, judge of the probate court of said county and State, do hereby certify, that Ralph North, whose signature appears to an annexed certificate, is and was at the date thereof, clerk of said court, duly elected and qualified; that this said certificate is in due form of law, and that all of his acts in the premises are and ought to be entitled to full faith and credit.

Given under my hand and seal, the 4th day of June, A. D. 1841.

C. L. DUBUISSON, *Judge, P. C.*

THE STATE OF MISSISSIPPI,
Adams county, sct:

I, Ralph North, clerk of the probate court of said county and State, do hereby certify, that whose signature appears to the foregoing certificate is, and was at the date thereof, judge of said probate court, duly elected and qualified, and all of his acts in the premises are, and ought to be, entitled to full faith and credit.

Given under my hand and seal of office, at the city of Natchez, the 4th day of June, A. D. 1841.

RALPH NORTH, *Clerk*.

Exhibit F.

Edward P. Fourniquet and Wife to John Perkins.—Release.

Received, Natchez, May 27th, 1834, of John Perkins, in settlement of all accounts, debts, dues, and demands whatsoever, to the present day, one hundred dollars in full, having on a previous occasion re-

ceived from him, as guardian of my wife, Mrs. Harriet J. Fourniquet, late Miss Bynum, all the estate, portion, and share she inherited by the death of her late father, Benjamin Bynum, late of Concordia, Louisiana, deceased, or her mother, Mrs. Mary Perkins, of the county of Adams, State of Mississippi, and brother Benjamin S. Bynum, of the county of Claiborne, State last aforesaid, deceased; and do by these presents, jointly with my said wife, release, and forever discharge, the said Perkins, from all and every claim which she or either of us might or could have against him, the said Perkins, either as guardian or otherwise, growing out of the estates aforesaid, or in any other manner or shape whatsoever; and forever exonerate him by these presents, his heirs, executors, and administrators, therefrom.

In witness whereof we have hereunto set our hands and seals, the day and year first above written, to wit, in the year of our Lord one thousand eight hundred and thirty-four, in the presence of Elijah Bell and John E. Maddux, whose names are hereunto subscribed as witnesses hereunto; the said John Perkins being also personally present, and by these presents accepting. Signed, sealed, and delivered.

(Signed) E. P. FOURNIQUET, [SEAL.]
HARRIET J. FOURNIQUET, [SEAL.]
JOHN PERKINS. [SEAL.]

Witnesses present—
ELIJAH BELL,
JOHN E. MADDUX.

STATE OF MISSISSIPPI, *Adams county:*

Personally before me, Woodson Wren, a justice of the peace for the county of Adams, appeared E. P. Fourniquet and Harriet J. Fourniquet, his wife, and John Perkins, whose names are subscribed to the foregoing instrument, and acknowledged that they signed, sealed, and delivered the same, as their act and deed, on the day, and for the uses and purposes therein mentioned.

Given under my hand and seal, the 28th May, 1834.

(Signed) WOODSON WREN. [SEAL.]

STATE OF LOUISIANA,
Parish of Concordia, ss:

I, George W. Keeton, judge of the said parish, duly commissioned and qualified, do hereby certify and attest, unto all whom it doth or may concern, that Harriet J. Bynum, wife of Edward P. Fourniquet, and Edward Fourniquet, and John Perkins, personally appeared before me, and acknowledged that they signed and sealed the foregoing instrument of writing, as and for their proper act and deed, to the due execution thereof, an act being requested, the same under my seal of office to serve as occasion may require.

Done and passed at my office, in the town of Vidalia, on the 13th day of January, A. D. eighteen hundred and thirty-seven.

(Signed) G. W. KEETON, *P. Judge.*

Exhibit G.

Miss Harriet J. Bynum, in account current with John Perkins, her guardian.

1832. April. DR.	
To this sum, being the amount of Judge Eskridge account against minor for sundries, as per voucher No. 1	$1,118 33
1833. April.	
To this sum, being the amount of current expenses for the year past, of said minor, per voucher No. 2 -	502 99
To this sum, being the amount of the office fees in the orphan's court of Claiborne county, as per voucher No. 3 - - - - - - -	7 00
	$1,628 32

1833. CR.	
By amount of minor's interest in Long Branch plantation and hire of negroes to Judge Eskridge for the year 1832, being one-half of said plantation - - -	$1,200 00
By this sum, received from S. Davis for amount of land once owned by minor, in the parish of Concordia, Louisiana - - - - - - -	29 16
This sum, in favor of guardian, on this account - -	399 16
	$1,628 32

Examined and allowed.

(Signed) P. A. VANDORN, *P. J.*

THE STATE OF MISSISSIPPI,

Claiborne county:

I, Lucas Gee, clerk of the probate court in and for said county, do hereby certify the within and foregoing to be a true transcript from the records in my office.

Given under my hand and seal of said court, this 17th day of May, [L. S.] in the year of our Lord 1834.

(Signed) LUCAS GEE, *Clerk.*

Miss Bynum to J. Perkins, her guardian. DR.

1833.—To this sum, on balance of account allowed and approved at the April term, 1833, in Claiborne county -	$399 16
April 14. To cash at the Briers - - - -	50 00
" 17. Do. do. - - - -	100 00
" " Fee for recording deed, John Perkins to E. P. Fourniquet - - - - -	1 65
	$550 81

Received the above sum of five hundred and fifty dollars and eighty cents, in full. May 27, 1834.

(Signed) JNO. PERKINS.

The original of the above account, filed in the suit of E. P. Fourniquet vs. John Perkins.

NATCHEZ, *May* 26, 1834.

Planters' Bank, pay to John Perkins, on account H. J. B., or bearer, five hundred and fifty $\frac{81}{100}$ dollars.

$550 81. E. P. FOURNIQUET.

The original of this check filed in the case of E. P. Fourniquet vs. John Perkins.

Exhibit H.

John Perkins to Benj. S. Bynum—Deed of gift.

This indenture, made and entered into this first day of May, in the year of our Lord one thousand eight hundred and twenty-nine, between John Perkins, of the county of Adams and State of Mississippi, of the one part, and Benjamin S. Bynum, of the county of Claiborne, State aforesaid, step-son to me, John Perkins, of the second part, witnesseth: That the said party of the first part, for and in consideration of the natural love and affection which he hath for the said party of the second part, and other good and sufficient causes and considerations him hereunto moving, hath given, granted, aliened, released and confirmed, unto the said party of the second part, his heirs and assigns, all that plantation called Long Branch, being that tract or parcel of land situated in the county of Claiborne and State of Mississippi, on the Bayou Pierre, and bounded as follows, to wit: on the north by the land of William R. McAlpin, on the west by land owned by John G. Singleton and the said party of the first part, on the south by the Bayou Pierre, and on the east by lands unknown; being part of the lower half of Lyman Mandamus, and purchased by the said party of the first part from John Peterson and wife, and Richard Grimes and wife, and more particularly described in a survey made by William Davis, dated 23d February, 1829, and hereunto annexed, containing, by estimation, nine hundred and twenty-four acres, be the same more or less. To have and to hold the above described tract and parcel of land, together with all and singular the privileges and appurtenances thereunto belonging, unto the said party of the second part, his heirs and assigns, to the only proper use and behoof of him and them forever: provided always notwithstanding, nevertheless, and upon the following conditions, to wit, that in case the said party of the second part shall die without lawful issue, this deed shall operate as a conveyance of the premises herein described to Mary C. Bynum and Harriet J. Bynum, sister, of the said Benjamin S. Bynum, and their children, to the exclusion of all others; and if the said Mary and Harriet shall also die without issue, then to John and Wil-

liam Perkins, the sons of the said party of the first part: and provided, also, that if the party of the second part, from any misapprehension, or with any view whatever, shall be induced to prefer any claim against the said party of the first part for any matter or thing whatever up to or previous to this time, then this deed shall be void; and it is further understood and agreed, that if the party of the second part wishes to sell or dispose of the said tract of land, he shall have full power and authority to do so, provided he vests the purchase money in other real estate subject to the foregoing conditions and provisions; and the said party of the first part, for himself, his heirs, &c., the said tract of land and premises, with the appurtenances thereunto belonging, unto the said party of the second part, his heirs and assigns, (subject to the foregoing conditions, limitations, and provisions,) against himself and all persons claiming by, through, or under him, will warrant and forever defend; but against the claim or claims of no other persons whatever. In testimony whereof the said John Perkins hereunto set his hand and affixed his seal the day and year first above written.

(Signed,) JOHN PERKINS. [L. S.]

In the presence of—
JOSEPH SMITH,
JAMES NOALEN.

STATE OF MISSISSIPPI,
Adams county:

John Perkins personally appeared before the undersigned justice of the peace in and for said county, and acknowledged that he signed, sealed, and delivered the annexed instrument for the purposes therein mentioned. Witness my hand and seal this 28th May, 1829.

JAMES CARSON, *J. P.*

[For Plat see original, p. 44.]

THE STATE OF MISSISSIPPI,
Claiborne county, ss:

I, William Davis, county surveyor of the county aforesaid, do certify, that I have surveyed for John Perkins, esq., in the Lyman Mandamus, a tract of land containing 924 superficial acres, which survey the foregoing plat truly represents. Given under my hand at Port Gibson this 23d February, 1829.

(Signed,) WM. DAVIS, *Co. Surveyor.*

And afterwards, to wit, on the 25th June, 1844, the following subpœna was issued:

UNITED STATES OF AMERICA:

The President of the United States, to the marshal for the eastern district of Louisiana, greeting:

You are hereby commanded to summon John Perkins to appear before the honorable the judges of the fifth judicial circuit of the United States of America, at a circuit court to be holden on the first Monday in August, 1844, then and there to answer a bill in chancery, filed against him, wherein E. P. Fourniquet & H. J. Fourniquet, his wife, and M. W. Ewing and A. S. Ewing, his wife, are complainants, and the said John Perkins is defendant. Herein fail not, and have you then and there this writ, with your endorsement thereon how you have executed the same.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States of America, this the twenty-fifth day of June, in the year of our Lord one thousand eight hundred and forty-four, and the sixty-eighth year of American independence.

[L. S.]

For DUNCAN N. HENNIN, *Clerk*,
J. Q. A. HOIT, *Deputy Clerk*.

Memo. The defendant is to enter his appearance in the said suit in the clerk's office on or before the first Monday of August, 1844, otherwise the bill may be taken pro confesso.

Upon which the marshal made the following return:

Received 25th June, 1844, and on the 17th July, 1844, served copy of the within subpœna in chancery on John Perkins, by handing the same to J. M. Tiler, a free white person over the age of 14 years, residing at his domicil in the parish of Tensas, 380 miles from N. Orleans.

For A. SIDNEY ROBERTSON. *U. S. M.*
J. B. ROBERTSON, *D'y U. S. M.*

And afterwards, to wit, on the 2nd September, 1844, the following entry was made of record at the rules:

E. P. FOURNIQUET and Ux., & als.
vs. } 1268.
JOHN PERKINS.

The defendant, by his solicitors, R. N. and A. N. Ogden, this day enters his appearance.

And afterwards, to wit, on the 18th day of September, 1844, the defendant, by his solicitors, filed the following petition to extend time:

In the United States circuit court, sitting in chancery for the fifth judicial circuit at New Orleans, in and for the eastern district of Louisiana:

E. P. FOURNIQUET and Ux.,
vs. } 1267.
JOHN PERKINS.

E. P. Fourniquet and Ux., & Martin W. Ewing and Ux., vs. John Perkins. } 1268.

To the honorable the judges of said court: The petition of the said John Perkins respectfully sheweth, that in each of the above entitled cases there was filed, on the 22d day of June, 1844, a bill in equity, of great length, involving administration and guardianship accounts, and referring to transactions running through a series of nearly thirty years, and preferring very large pecuniary demands against your petitioner. That the said bills were notified to your petitioner by means of subpœnas in chancery, left at his domicil, in the parish of Madison only, on the 17th of July, 1844; your petitioner being then, as he now is, absent from the State and with his family at their summer residence in the State of Mississippi, at a distance of several hundred miles from his domicil in Louisiana and habitual residence. That it will be impossible for him, without an enlargement of the time allowed by the rules of the said honorable court, to do himself justice in the preparation of his defence, which is a just, and legal, and equitable defence. Wherefore he humbly prays that it may please your honors to order that the delay for demurring, pleading, or answering said bills, may be enlarged until the first Monday of December next; and as in duty bound, &c., &c.

R. N. & A. N. OGDEN,
Solicitors for John Perkins.

It is ordered that the delay for answering, pleading, or demurring to the bills in chancery, mentioned in the foregoing petition of John Perkins, viz: the bill of E. P. Fourniquet and Wife vs. John Perkins, No. 1267, and of E. P. Fourniquet and Wife, and Martin W. Ewing and Wife, vs. John Perkins, No. 1268, be enlarged and extended in each case to the first Monday of December next. September 18th, 1844.

THEO. H. McCALEB, *U. S. Judge.*

And afterwards, to wit, on the 6th day of January, A. D. 1845, came the defendant, John Perkins, into the clerk's office of said court, by his solicitors Ogdens and Grymes, and filed his answer to the complainants' bill in the words and figures following, to wit:

In the circuit court of the United States for the fifth circuit and eastern district of Louisiana. In equity.

E. P. Fourniquet and Wife, and Martin W. Ewing and Wife, plaintiffs, vs. John Perkins, defendant.

The answer of the defendant, John Perkins, to the bill of complaint and discovery of the said Edward P. Fourniquet and Harriet J., his wife, and Martin Wickliffe Ewing and Ann S. Ewing, his wife, complainants.

This defendant, saving and reserving to himself all manner of exceptions to the many uncertainties, &c., &c., in the said complainants' bill contained, for answer thereto, or so much thereof as he is advised it is material or necessary for him to answer unto, he answers and says: That true it is this respondent did, on the twelfth day of August, in the year of our Lord one thousand eight hundred and eighteen, intermarry with Mrs. Mary Bynum, the widow of Benjamin Bynum, deceased, and mother of the said complainants, Harriet Jane and Ann S., and that the said marriage was solemnized in the parish of Concordia, where this respondent and his said wife then resided; and that the estate of the said Benjamin Bynum, deceased, was assessed in the assessment rolls of the taxes of the said parish, made in the month of March, eighteen hundred and eighteen, for the property as set forth in the said complainants' bill. The estate of the said Benjamin Bynum was unincumbered, so far as this respondent knows or is informed. There was about the sum of three hundred and sixty-six dollars in principal and interest, received by this respondent after his marriage from Francis A. Bynum, for moneys due by him to the estate of the said Benjamin Bynum. There was also a sum of one thousand and eighty-seven dollars 18¾ due the estate of respondent's deceased wife, which this respondent received from Thomas and David Alexander after the decease of his said wife, which sum this respondent accounted for to the complainants, as heirs of his said wife, in the year one thousand eight hundred and twenty-seven, although he did not actually receive the money himself from the said Alexanders until the year one thousand eight hundred and thirty-one.

There was also received by this respondent, from Turner Bynum, the sum of sixty-three dollars and ninety cents, making in the aggregate the sum of fifteen hundred and seventeen dollars and 8¾, which is all that this respondent did ever receive on account of the estate of Benjamin Bynum, deceased, and for which sum he fully accounted to the said complainants and others, the heirs of said Benjamin Bynum and of Mary Perkins, deceased, in a full, fair, and complete settlement, made with them in the year one thousand eight hundred and twenty-seven.

This respondent has now no recollection of any other sums received, either on account of the estate of Benjamin Bynum, deceased, or of his deceased wife. With respect to the debt due from the estate of Henry Rives, deceased, the brother of his deceased wife, he has no recollection thereof; but he does know, and well recollects, the estate of the said Rives was insolvent, and that two slaves, Abb and George, which were inherited by his said wife from the estate of her said brother, and which had been delivered to this respondent, were, upon the insolvency of the said estate being declared, redemanded of this respondent for the payment of the debts of said estate, and that this respondent did actually pay their appraised value, and the said two slaves had been before accounted for and divided among the complainants and other heirs of his deceased wife, as part of her estate.

This respondent denies, that at or about the time of his marriage aforesaid he was embarrassed in his pecuniary affairs, as is falsely charged

in the said bill ; but, on the contrary states, and so the truth is, that he was at that time in good and unembarrassed circumstances, and was possessed of large and ample property and means, both in Louisiana and Mississippi, and of ready money to a large amount.

This respondent does most expressly deny, that he ever did give his deceased wife to understand that the Bynum force was to commence a new plantation for themselves, in the rear of this respondent's Somerset plantation, on lands purchased about the time of the removal for that purpose, and paid for in whole or in part out of the Bynum crops of eighteen hundred and eighteen and eighteen hundred and nineteen, or by any sums of money collected by this respondent on account of this Bynum estate; and he does most expressly state, that the cause of the removal of the said slaves was the great liability of the Bynum plantation on Lake Concordia to be overflowed by the high waters, and the great uncertainty of raising crops thereon; and alleges most expressly, that all the charges in the said complainants' bill in relation to this matter, are false and without any foundation.

This respondent denies, that any such understanding or agreement between himself and his deceased wife, as is charged in the said bill relative to the product of the Somerset plantation, or of the property he might acquire, or any agreement in relation to acquests and gains, did ever exist; but that the said property was used, worked, and administered with the view solely to the legal and equitable rights of the parties interested, and in relation to which a true, just, and equitable account has been rendered to the complainants, and accepted by them ; and he expressly states, that all the charges and allegations contained in the said bill in relation to these matters are untrue.

This respondent further answering says, that all the charges in the said bill of the said complainants in relation to debts paid, and to property acquired by him in the State of Mississippi, or elsewhere, out of the State of Louisiana, are perfectly groundless and without foundation; that he paid his debts out of his own means, and purchased and paid for property in the State of Mississippi with his own moneys or credit, and that the complainants have no legal or equitable claim upon him, arising either from the payment of his debts or the purchase of property as aforesaid.

This respondent further answering says, that the slaves and property charged in the said complainants' bill as having been purchased during this respondent's marriage from Edward Broughton, were never actually purchased by him for his own account, nor were they ever his property, or in his possession, or any thing paid by him for the same, nor did they ever form any part or portion of any property actually acquired by him during the continuance of his marriage. It is true, they were conveyed to him by the said Edward Broughton by deed, as set forth in the complainants' bill, and on the face of the said act of sale the same appears to have been an absolute and unconditional sale and conveyance ; but this respondent states, and so the truth is, that the said conveyance was made upon the express trust and understanding with the

said grantor, Edward Broughton, that this respondent should hold the same in trust for the wife and children of the said Broughton, and for their use, benefit, and support, and should at any time, when so required, be reconveyed or settled, and disposed of for the uses aforesaid, which was actually done by this respondent by deed to Mrs. Sarah Broughton, executed on the nineteenth day of June, eighteen hundred and nineteen, and now of record in the said parish of Concordia; to which for greater certainty this respondent refers, and which he will hereafter exhibit.

And this respondent avers and sets forth, that the object of the said conveyance to him, in trust aforesaid, was to secure to the wife of said Edward Broughton moneys or property which she had brought in marriage, and intended to operate as a settlement upon her without prejudice to any person, the said Broughton being then out of debt, and this respondent was chosen as trustee from his intimacy with the family and the confidence they reposed in him.

In respect to the lands alleged in the said bill to have been purchased from one House, by deed dated on thirtieth day of September, eighteen hundred and eighteen, this respondent answering says, that the said House was a mere squatter on the public lands in that quarter, and had no title to any specific quantity of land, and was in the occupation of a small, but undefined portion of the public domain; that he did not acquire from him any title to any lands whatever, but only purchased out any right he might have to the improvement and clearing he had made, more with a view to get rid of the said House from the neighborhood than for the value of his rights; and that he never did acquire title to any lands by virtue of his purchase and deed of conveyance from the said House, who had no title himself, and subsequently the Turo claim, purchased from Gamaliel Pease, was located on the same land.

In relation to the charge in the said complainants' bill for lands purchased from Chauncey Pettybone, curator of the estate of Alexander McCormac, this respondent answering says, that it is true that the land mentioned in said bill was adjudicated to him at the sale of the estate of the said McCormac, made by the court of probates of the parish of Concordia on the sixteenth day of December, eighteen hundred and eighteen, for the price of one hundred dollars; but this respondent avers, and so the truth is, that the said sale or adjudication was null and void, and he acquired no title to the said land thereby, it subsequently appearing that the said McCormac was not dead, and that the administration or curatorship of his estate had been wrongfully granted to the said Pettybone; and the administration of the said estate having been granted to the said Pettybone at the instance of one Jonathan Thompson, he, the said Thompson, paid and refunded to this respondent the price at which the said land had been adjudicated to him, and this respondent assigned and transferred to said Thompson all the rights he had acquired under and by virtue of the said adjudication; both which adjudication and assignment and transfer to Thompson took place during his marriage, and before the dissolution thereof by the death of his wife. And

this respondent never did acquire any title, nor had any real interest in the said land, until the ninth day of January, eighteen hundred and twenty-seven, when he purchased the same from Israel Loring for the sum of eight thousand dollars, he, the said Loring, having acquired a good title to said lands from the said McCormac in his lifetime; which said last purchase was made long after the death of his wife, and the dissolution of the community, and the price paid out of this respondent's own individual means, resulting from sales of a portion of his property in the State of Mississippi; and what is called in the said bill a pre-emption right, in the rear thereof, was only one hundred and thirty-eight acres, which were located and surveyed under the act of Congress in favor of front proprietors, as appurtenant to and by virtue of his property in the front tract so purchased by him; and which location and survey was made by this respondent after the purchase from Loring, and only embraced the said one hundred and thirty-eight acres of land, because all other lands in the rear had been previously located and appropriated, although Loring had entered and paid for the whole.

As it regards the charge in the said complainants' bill respecting the Warner, Carroll, and Turo tracts of land purchased from Gamaliel Pease, this respondent admits that, on the first day of March, eighteen hundred and twenty, he did purchase from the said Gamaliel Pease three tracts of land situated and described in the deed of conveyance of the said Pease and wife of that date, which will be exhibited. That this respondent resided at that time with his family in the State of Mississippi; the deed of conveyance called for lands on the waters of the Tensas river, and the actual location was vague and uncertain; and this respondent did not come into possession of any such land as is described in the said deed, but afterwards located and surveyed the same on that part of the public domain situated in the rear of the McCormac tract, and of which actual and official surveys and location were not completed and approved until some time in or about the year eighteen hundred and thirty; and upon which surveys the quantity of land fell considerably short of that set forth in said complainant's bill.

As to the charge in the said bill respecting the lands purchased from William Collins, this respondent says, that the circumstances of the said purchase are in all respects the same as those above stated in relation to the Warner, Carroll, and Turo tracts; and that he never did come to the possession of any lands on the river Tensas, as described in the deed from Collins to him.

In relation to the lands charged as having been purchased by this respondent from Watson, curator of Patterson, this respondent answering says, that he never did acquire any title to land by the said adjudication or purchase from the estate of Patterson; that the said Patterson had no title to any such lands; that in fact the lands, so sold as belonging to the estate of Patterson, were public lands, upon which he had entered; and was the same settlement or rights which this respondent had purchased from Isaac House, as heretofore set forth in this his answer. That the lands thus settled upon by House and by Patterson

were afterwards merged in the public domain, and were, in part, sold out by the United States to other persons, from whom, afterwards, this respondent purchased the same, long after the death of his wife, and passed to this respondent himself, with the exception of a small portion which was afterwards covered by this respondent in locating the tract purchased by him from Collins, as he has before stated; and he says, and so the titles will show, that no specific or determinate quantity of land was ever sold, or pretended to be sold, either by the said House or the curator of Patterson, to this respondent.

In relation to the five hundred and sixteen acres of land purchased from the United States, as charged in the said complainants' bill, this respondent admits that he did, by virtue of the act of Congress passed on the day of , eighteen hundred and twenty, enter and obtain title to four hundred and eighty-nine acres of land, in the rear of his land, called the Bullock tract; which privilege was accorded to him by the said act of Congress, in virtue and by reason of his possessing the lands fronting on the river, as will appear by the provisions of the act; and the said lands in front, to which the said land so entered in the rear was an appendage, was his own separate property, and owned and possessed by him long before his marriage.

In regard to the land charged in the said complainants' bill as having been purchased from Samuel Gustine, this respondent answering says, that he acquired no land by virtue of the conveyance from the said Gustine; that by some means, not now particularly recollected by this respondent, but he believes by virtue of a sale for taxes assessed on the land in the name of I. House, the said Gustine had, or pretended to have, acquired some right or pretension to the land charged in the said bill as purchased as aforesaid, and which was the same land alleged to have been purchased by this respondent from Isaac House, as above stated in this respondent's answer to that part of said complainants' bill; and this respondent only purchased from the said Gustine his outstanding right or pretension thereto for the sum of fifty-three dollars and twenty-four cents, and the conveyance from said Gustine to this respondent is for the same land, the rights to which he had before purchased from House, and which, as before stated, was of no value, and did not vest in this respondent any real or valid title to any land.

In relation to the charge in the said complainants' bill respecting other property belonging to the community which existed between himself and his wife, amounting to fifty-nine thousand eight hundred and sixty-seven dollars and sixteen cents, ($59,867 $\frac{16}{100}$,) this respondent answering says, that he admits that, at the death of his wife, in the year eighteen hundred and twenty-four, there was a crop of cotton growing upon this respondent's plantation in the parish of Concordia, which, when gathered and sent to market, did produce the sum set forth in the said complainants' bill; but this respondent denies that the same was any part of the acquests and gains of any community which ever existed between himself and his deceased wife, or that the complainants had or have any just right in law or equity to any part or portion thereof as

such; and this respondent avers, that he has rendered to the said complainants a just and true account, and has paid to them their just and true portion of the said crop, and all others made by him arising from the work and labor of the slaves they inherited from their father and mother being used in producing the same.

As it respects the sheep, horned cattle, horses, mules, and colts, charged as being in the possession of this respondent at the death of his wife, this respondent admits that there were, at the death of his said wife, on his plantation in the parish of Concordia, a number of sheep, horned cattle, horses, mules, and colts, but he does not now, after a lapse of twenty years, know or recollect the number of each, or the value thereof in money; nor has he now any means of ascertaining what number of each then existed, but he does not believe they approached the numbers set forth in the said complainants' bill. But this respondent avers that, whatever number did then exist, they were the sole and exclusive property of this respondent, and that the said complainants had no lawful or just claim to any part thereof as acquests and gains of a community between himself and his wife, as this respondent is advised and believes.

In relation to the price of lands sold to George Lake this respondent says, that the said lands were his own property, and never were in any sense community property; that the price was his own, and that the complainants have no lawful or just claim to any portion thereof; and that he is not indebted to them, or in any manner accountable to them, for the sum of money, to wit, the half of $112,840, with interest thereon, as is claimed in the said bill, or any part or portion thereof.

This respondent further answering, does most expressly deny all the fraud, concealment, and combination set forth and charged in the said complainants' bill. And he avers and sets forth that, very shortly after his marriage, finding that the parish of Concordia, in the State of Louisiana, was totally destitute of all means of education, and having no children of his own at the time, he determined to remove his residence to the State of Mississippi, in the neighborhood of the city of Natchez, where he purchased land and made an expensive establishment, principally with a view to the better education of the children of his wife, of whom the complainants, Mrs. Ewing and Mrs. Fourniquet, were two. That, until the period of their respective marriages, the said complainants continued to reside with him, and this respondent devoted his time to, and expended large sums of money in, bestowing upon them an education suitable to their condition in life, (and at much greater cost than their fortunes would have entitled them to had this respondent confined himself within the strict limits of their pecuniary means or expectations.) That his paternal and most affectionate endeavors and exertions to bring them up and to educate them in a manner to fit and qualify them for any station in life, without regard to expense, was unremitted until they respectively arrived at the age of majority, or became emancipated by marriage, when he rendered to them a just and true account of all the property they had inherited from their father and

mother, and divided the same among them, to their entire satisfaction, at the time.

This respondent does most especially deny, that at the time he rendered an account of his administration of the estates of the father and mother of the said complainants to the court of probates of the parish of Concordia, in the year eighteen hundred and twenty-seven, that he concealed from the parties interested any of their rights, either in relation to the acquests and gains of any community which may have existed between his deceased wife and himself, or in relation to any other matter or thing involved in the said account and settlement; but that, on the contrary, the same was rendered, and the proceedings conducted in the most fair and open manner, and, as it regards this respondent, on the most liberal basis. The same was conducted contradictorily with Martin W. Ewing, the husband of one of the complainants, and the brother-in-law of the other complainants, lawfully representing his wife and the interests of the other complainants, as their curator ad lites and under-tutor lawfully appointed by the said court of probates, as will appear by the proceedings in the said court of probates, referred to in the said complainants' bill, and to which respondent refers and exhibits as a part of this his answer.

Your respondent shows that the community of acquests and gains between husband and wife is the effect of law, and is not the effect of contract or stipulation; that the said Martin W. Ewing was, at the time of said settlement, a practising lawyer, and could not be ignorant of his own rights, those of his wife and his pupils, to whom he owed a sacred duty under the appointment which he had accepted as their curator ad lites and under-tutor.

This respondent, on the contrary, believes that all the parties in interest had a full knowledge of all their rights in law and equity, and that throughout the whole of the transactions, which ended in their final receipts and acquittances to this respondent, they were fully aware of every lawful, equitable, or just claim they could make upon this respondent.

This respondent further answering says, that his final account and settlement, as before referred to, was shortly afterwards followed by a partition of all the property left by the said Benjamin Bynum, the father, and your respondent's deceased wife, the mother of the said complainants, Ann S. Ewing and Harriet J. Fourniquet, among all the heirs and children of the said deceased Benjamin and Mary Bynum, as will appear by the records of the court of probates of the parish of Concordia aforesaid; and the same are referred to for greater certainty, and are, or so much thereof as is necessary to shew the said partition, exhibited and prayed to be taken as part hereof.

Your respondent further answering shews, that the rendition of accounts, and the partition of the property aforesaid among all the heirs of the said Benjamin Bynum and Mary Bynum, his deceased wife, as aforesaid, was carried into effect and finally consummated, so far as it regards the said complainants, Ewing and his wife, by their joint re-

ceipt and acquittance bearing date the eleventh day of April, eighteen hundred and twenty-eight, which is hereto annexed and exhibited, and prayed to be taken as a part of this his answer.

That on the tenth day of April, eighteen hundred and twenty-nine, the same were fully approved, consummated, and confirmed by Benjamin S. Bynum, the son and co-heir of the *the* said Benjamin and Mary Bynum, deceased, and by his sister Mary C. Bynum, now Mrs. Eskridge, as will more fully appear by their joint receipt and release of that date, hereto annexed and exhibited, and made part of this his answer; which receipt and acquittance was afterwards confirmed by the said Mrs. Eskridge, duly assisted by her said husband, who was then a judge of the Territory of Arkansas, by public and authentic act before the parish judge of the said parish of Concordia, bearing date the ninth day of April, eighteen hundred and thirty-two, which is also hereunto annexed and exhibited, and prayed to be taken as a part of this his answer.

And was finally confirmed and approved by the said complainants, E. P. Fourniquet and Harriet J., his wife, by their joint receipt and acquittance, bearing date the twenty-seventh day of May, eighteen hundred and thirty-four, and acknowledged and affirmed on the thirteenth day of January, eighteen hundred and thirty-seven, before the parish judge of the parish of Concordia, as will appear by the said release and acquittance herewith exhibited, and prayed to be taken as a part of this his answer.

This respondent expressly denies all the allegations in the said bill, in relation to the said receipts and acquittances, that they were obtained through any fraud, misrepresentation, or concealment on his part, as is falsely alleged in the said bill; but, on the contrary, avers that they were executed and given with a full knowledge of all their rights and pretensions by the respective parties, and for a full and valuable legal and equitable consideration. That the administration account, rendered by him in eighteen hundred and twenty-seven, was a most equitable and liberal settlement for the said complainants and their co-heirs, and afforded them advantages beyond what in law or justice they could claim from him. That at the time the said account was rendered, and the partition aforesaid made, this respondent was the father of three children, born of his marriage with his said deceased wife, the mother of the complainants Ann S. Ewing and Harriet J. Fourniquet, two of them then alive, (and the third died after the death of her mother, and to whom this respondent was heir;) all of them infants, and incapable of contracting or alienating their rights. That upon the settlement and partition aforesaid being made, this respondent took upon himself to relinquish to the said complainants all the rights of his said three minor children in and to all the property of which their mother died seized and possessed; and the same was actually divided among the said complainants to the entire exclusion of this respondent's three children aforesaid. This respondent admits that this was in accordance with the last will and testament of his said deceased wife, a copy whereof is hereto annexed and exhibited as part hereof, and that his respect for

the wishes and intentions of his said wife would have induced him to execute the same, or to refrain from all steps to alter or change the same; but this respondent shews that the dispositions of the said will were contrary to the laws of the State of Louisiana, according to which the testatrix could not disinherit any one of her children, or deprive them of their legitimate portions of her estate. Under these circumstances, it was equally out of the power of this respondent to grant or cede the rights of his children, so as to bind them in law; and all that his respect for the wishes and intentions of his deceased wife, as expressed in her will, could have permitted him to do, would have been to suffer her will to be executed without positive and active opposition on his part, leaving it to his said children, at any future time, to assert their rights, and demand their legitimate portions of their mother's estate from the complainants, who had thus received the whole of it. But this respondent shews that, at the time the settlement was made, and the partition of the property of Benjamin Bynum, the father, and Mary Bynum, the respondent's deceased wife, was made as aforesaid between the complainants, it was considered that natural justice and equity required, that if the children of the first marriage took all the estate of the mother, to the exclusion of the children of the second marriage, that the children of the second marriage should profit by the acquests and gains of the community under the second marriage, if any such community did exist, or there were any acquests and gains; and such was then considered to be the state of things in contemplation of the testatrix when she made and executed the will aforesaid; and that such was the meaning and intention of the said testatrix this respondent knows, because it was so repeatedly stated to him by the testatrix at the time of making said will, and after.

This respondent did not at the time believe, nor does he now believe, that the said complainants had then, or now have, any just claims upon him, arising from any gains of the community between him and his deceased wife; but respect for the wishes and intentions of his deceased wife, and a clear understanding of an abandonment of all claims that might exist against him on account of the said community on the part of the complainants, and a desire to promote their prosperity and happiness, and to settle them as advantageously as possible in the world, induced him not only to acquiesce in the distribution of his wife's estate among the children of her first marriage, to the exclusion of the children of the second marriage, but he did, upon *upon* the said partition and distribution being effected, execute to the complainant, Ewing, or to him and his wife, and for the benefit of all concerned, a bond, to hold them harmless, and to indemnify them against all future claims of his said children upon the estate of their mother; which bond is still in force, and in possession of the said complainants, or some one of them. And this respondent avers, that the principal and moving consideration of the said bond was the abandonment, by the said complainants, of all claims against him, of whatever nature or kind.

And this respondent avers, that the several receipts and acquittances

mentioned and set forth in the said complainants' bill, to wit: that from Benjamin S. Bynum, the son, and his sister Mary C. Bynum, now Mary C. Eskridge, and the complainants, Ewing and wife and Fourniquet and wife, as before recited, were intended to cover all and every claim that any of them might have by reason of the supposed community, or any acquests and gains that might exist under or by virtue thereof, and have ever since been held and considered to that intent and purpose, and this respondent has ever since relied upon them for his peace and quiet and final discharge; and he avers and sets forth the consideration therefor was a fair and equitable one, greater in point of value than any thing which he obtained therefor, and much to the advantage of the said complainants, and that there exists now no equitable or just cause to disturb them; and that all the allegations and charges in the said complainants' bill, in relation to the infancy and ignorance of the parties, and the fraud, concealme. , and circumvention of this respondent, are untrue, and without any foundation.

This respondent, further answering, says, that the allegations in the said bill in relation to the settlement made by him with Benjamin S. Bynum, the son, and in relation to the exchange of lands as therein stated and set forth, are untrue; and this respondent states, and so the truth is, that, at the period of the said settlement, this respondent, still actuated by a sincere desire to promote the interest and the comfortable establishment of the children of his deceased wife by her first marriage, determined to secure to the said Benjamin S. Bynum, Mary C. Bynum, and Harriet J. Bynum, a plantation or tract of land, each, upon which their slaves might be placed, and form a permanent and valuable establishment for themselves. That having consulted with the said Benjamin S. Bynum on the subject, as to the best manner of arranging and settling this matter, it was agreed that this respondent should give to the said Benjamin S. Bynum the tract of land in the county of Claiborne, in the State of Mississippi, called Long Branch, and that the said Benjamin S. Bynum should give and convey to his sister Harriet J., now Harriet J. Fourniquet, his interest of one-fourth in the Concordia tract, and that this respondent should give to Mary C. Bynum, now Mary C. Eskridge, a tract of land or plantation in the neighborhood of Long Branch, and that she should also give to her sister Harriet J., her undivided interest of one-fourth in the Concordia tract of land, inherited from their father and mother, which, united with her own fourth, would concentrate her interest there, and form a suitable establishment for her; but the said complainant, Harriet J. Bynum, now Harriet J. Fourniquet, being at that time a minor and unmarried, and absent at school in the north, the said Benjamin S. Bynum suggested to this respondent the propriety of delaying to make the title to his said sister Harriet, until she was of age or settled in the world; and in the spirit of confidence and affection which had ever, and until the time of his death, continued to exist between him and this respondent, that he, the said Benjamin S. Bynum, and his sister Mary C., should convey their interest in the Concordia lands to this respondent, to be held in trust for their said

sister Harriet, and to be conveyed to her at a proper time; and for her greater interest and advantage, and in pursuance of this agreement, the said Benjamin S. Bynum and Mary C. Bynum did convey to your respondent their undivided interest in the said lands, by deed bearing date on the twenty-first day of April, eighteen hundred and twenty-nine; which deed is hereto annexed and exhibited, and prayed to be taken as part hereof. And your respondent, on the first day of May, eighteen hundred and twenty-nine, did convey to the said Benj'n S. Bynum the land or plantation called Long Branch, by deed of that date, which is also herewith exhibited; and on the same day did convey to Mary C. Bynum a tract of land in the neighborhood of Long Branch, by deed of that date, which is also herewith exhibited.

Your respondent further shews, that he held the said undivided portions of the Concordia lands, on the trust aforesaid, until the year eighteen hundred and thirty-two, when the said Harriet J. sold her undivided interest in those lands to her brother-in-law Ewing, and by that means the original design of concentrating her interests, and forming a permanent and available establishment for her on the Concordia lands, could no longer be carried into effect with advantage to herself, he thought it best to give her other lands in the same neighborhood with and adjoining the Long Branch plantation, of which she was then one-half proprietor by the death of her brother, and having consulted with Judge Eskridge, the husband of Mary C. Bynum, as to the propriety of making this change, who, except this respondent, was the nearest friend of the family, and most capable of advising for their best interests, and who expressed to this respondent his entire concurrence in his views as best calculated to promote the interest of the said Harriet J.; and in consequence thereof, this respondent did, on the twenty-fifth day of December, eighteen hundred and thirty-three, convey to the said Edward P. Fourniquet, the husband of the said complainant, Harriet J., his undivided interest in a tract of land in Claiborne county, Mississippi, by deed of that date, which is herewith exhibited in full discharge of the trust aforesaid, which was accepted by the said complainants, Fourniquet and wife, without complaint or objection, without any intimation of dissatisfaction on the part of either of them.

This respondent denies that there was any exchange of lands between him and the said Benjamin S. Bynum for any purpose but such as is hereinbefore set forth; he denies that there was any defect in the title of any of the lands so conveyed by him to the said Benjamin S. Bynum, or the complainants, Fourniquet and wife, or Mary C. Bynum, or that they or either of them have been disturbed or molested in the peaceable and quiet enjoyment thereof, or that he has derived any pecuniary advantage to himself from any of the said transactions; on the contrary, this respondent states that on the day of , or about that time, the said Benjamin S. Bynum departed this life, and that the said complainants, Ewing and wife, and Fourniquet and wife, together with Mary C. Eskridge, have entered upon his estate as his heirs at law, and have divided the same among them, and among other

things, the Long Branch plantation so conveyed to him as aforesaid by your respondent, and they have continued to hold and enjoy the same until this time. He avers that the Long Branch plantation was a most valuable property. That the said Fourniquet and wife have sold their one-half interest therein for a large price, and have appropriated the said price to their own use, to the amount of at least thirty thousand dollars, as this respondent is informed and verily believes. This respondent expressly denies, that any such judgment was rendered against him in any court in the State of Mississippi or elsewhere, as is set forth in the said complainants' bill. This respondent states, that relying upon the settlement made with the said complainants, as hereinbefore set forth, and upon the validity of their several receipts and acquittances, and upon the good faith and equitable intentions of the said complainants, and their good feeling in consequence of the many advantages allowed them in final settlement made with him, he had proceeded to pay all the debts of the community, amounting to a large sum of money, and to make extensive and valuable improvements upon his property, when he was disturbed in his peace and quiet by the said Fourniquet and wife, the complainants, and that he did thereupon institute a suit to enforce the condition upon which the Long Branch plantation had been granted; but he avers that the whole statement in the said bill, in relation to the judgment rendered therein, and the declarations and sayings of his counsel as to the motives and conduct of this respondent, are untrue, and that no final decision to his knowledge has ever been rendered therein.

Your respondent further answering shews, that among other great advantages allowed to the said complainants in the final settlement made with them, such as the payment of all the debts of the community, as aforesaid, without charging them any part thereof, the giving up to the said complainants all the interest of his three children in the succession of their mother, as hereinbefore stated, and guarantying the said complainants against any claims therefor, there were two other children born of the marriage of the said Benjamin Bynum and Mary, his wife, to wit, Frances W. Bynum and Henry Rives Bynum, who were alive at the time of the death of their father, Benjamin Bynum, and who died previous to their mother, and whose portion in the estate of their deceased father was by the laws of Louisiana inherited by their mother as their heir at law, and in which portions his three children aforesaid were entitled to share by inheritance from their mother, and of which no notice or advantage was taken in the statement and partition made with and among the said complainants.

Your respondent further answering shews, that notwithstanding all the advantages allowed to the said complainants as hereinbefore stated, and the donations as aforesaid, by which they have reaped such great profit and advantage, the said complainants, contrary to equity and good conscience, are seeking to disturb your respondent, and to vex and harrass him by preferring against him the stale and unjust demands set up in their said bill of complaint.

And this respondent finally denying all the fraud, concealment, collusion, and combinations charged in the said complainants' bill, and especially denying all and singular the allegations of the said bill not hereinbefore especially answered to, and denied or explained, prays that the said complainants' bill may be dismissed with costs, and that your respondent may be quieted in the peaceable enjoyment of his property and estate from all the matters and claims so unjustly set up against him in and by the said complainants' bill; and that he may have all such other decree and relief in the premises as to justice and equity and good conscience may appertain.

And this respondent further answering, will now proceed to answer as far as lapse of time and circumstances attending the matters and transactions set forth in the said bill will permit him, the special interrogatories propounded by the said complainants.

This respondent, in answer to the special interrogatories propounded to him by the said complainants in their said bill, he answers them as follows:

To the 1st interrogatory. He answers that he did, at the time stated in the said interrogatory, intermarry with Mrs. Mary Bynum, widow of Benjamin Bynum, deceased, and at the time of said marriage both this respondent and his wife resided in and were citizens of the State of Louisiana.

To the 2d interrogatory. This respondent answers, that his said wife did die on or about the 12th of August, 1824, at the residence of this respondent, in the State of Mississippi.

To the 3d interrogatory. This respondent answers, that at the time of his marriage as aforesaid, his wife did reside on the plantation on which her first husband had resided.

To the 4th interrogatory. He answers that, at the time of his marriage, he did cultivate a plantation on the Mississippi river, in the same parish and State, being a part of the lands called the Somerset estate, which then consisted of upwards of three thousand acres of land, six hundred and twenty-seven of which I held by absolute grant, the rest by various titles purchased from squatters who claimed title by occupancy, and a part by my own occupation; to which was afterwards added so much of the double concession in the rear of the original grant of 677 acres, as there was unappropriated public lands to satisfy, under the act of Congress of the day of 1820.

To the 5th. This respondent answers, that he has not the tax list before him, and cannot say on oath what it contains; but the assessment roll of the said parish will show what property of the estate of Benjamin Bynum was assessed for the taxes of the year mentioned in this interrogatory, and to which assessment roll this respondent refers for a full answer to this interrogatory.

To the 6th interrogatory. This respondent answers to the same effect as to the last.

To the 7th. This respondent says, that no family meeting was convoked for the purposes mentioned in this interrogatory to his knowledge.

To the 8th. This respondent answers, that at the time of his marriage he caused no inventory and appraisement of the estate of Benjamin Bynum to be made and returned to the court of probates. This respondent was then and is still unaware that any such proceeding was necessary, or required by law; an inventory and appraisement having been made about three years before in the course of the mortuary proceedings of Benjamin Bynum, and of record in the court of probates of said parish.

To the 9th. This respondent answers, that after the death of his wife in 1824, he caused no such inventory and appraisement to be made as is mentioned in this interrogatory.

To the 10th. This respondent says that he did not qualify himself by authority of the probate court to administer the estate of Benjamin Bynum and his deceased wife, at any time previous to the year 1827.

To the 11th. This respondent answers, that when the Bynum negroes were removed from the Lake Concordia plantation in 1820, such removal was made with the consent and at the desire of his said wife, and no such authority from the court of probates was deemed necessary, and none applied for.

To the 12th. This respondent answers, that he never did act as clerk of any court in Louisiana; that he was for a time parish judge of the parish of Concordia, and he resigned his said office of judge, to the best of his recollection, some time in the year 1818.

To the 13th interrogatory. This respondent answers, that when the slaves mentioned in this interrogatory were removed from the Lake Concordia plantation, they were placed upon a portion of the Somerset estate, as it is described in his answer to the fourth interrogatory, the titles to which are set forth in his answers to the said 4th interrogatory; their immediate location was in the rear of the lands cultivated in front on the river, but there was no particular tract of land, nor any specific number of acres, set apart for their labor and cultivation, but they were employed in the labor of the entire estate wherever it was most wanted or judged most advantageous.

To the 14th. This respondent answers, that several small cabins were erected for the accommodation of the said slaves; that they were under the superintendence of a man named Hoover, under whom they were removed; but Hoover was dismissed about three or four months after the removal, and after that time they were under no particular superintendence except of the overseer of the plantation on the river.

To the 15th. This respondent answers, that the whole ridge of land, containing three thousand acres and upwards, as described in his answer to the fourth interrogatory, was and is now called Somerset; that this respondent had an overseer on that part of the land on the river, and who, after the dismissal of Hoover, as set forth in his answer to the last preceding interrogatory, occasionally visited and directed the labor of the slaves in the rear.

To the 16th. This respondent answers, that the slaves mentioned in this interrogatory remained on that part of the Somerset tract of

land where they were first located, until some time in the spring or early in the summer of 1823, as well as this respondent now recollects, when the high water and overflow of the river compelled their removal to the higher lands in front, on the river, where they remained until their partition among the children of respondent's deceased wife by her first marriage.

To the 17th. This respondent answers, that there was a cane brake either on the spot or in the neighborhood of the spot where the cabins of the said slaves were built, which of course was cut down and cleared up; and this clearing, together with the fields that had been cleared, used, and occupied by the squatters or occupants whose rights had been purchased out by this respondent, formed the land upon which the said slaves were principally employed during the time they continued in said location previous to their removal to the front lands.

To the 18th. This respondent answers, that after the removal of the slaves to the front of the Somerset tract, they were employed in such work or labor as they were capable of; but there were among them so large a proportion of old Africans, breeding and suckling women, and such an over proportion of young children, that they were not of much use in any heavy labor; they were generally employed principally in the light work of the plantation on the river, or front of the Somerset estate, as before described.

To the 19th. This respondent answers, that there was not due to the estate of the said Benjamin Bynum, or to that of his deceased wife, the several sums of money in the complainants' bill set forth, to the knowledge of this respondent; that all the sums of money due to the estate of Benjamin Bynum, or to his wife at the time of his marriage, to the knowledge of this respondent, are those set forth in this his answer to that part of the said complainants' bill charging him with the receipt of the moneys alluded to in this interrogatory, amounting in all [to] the sum of fifteen hundred and seventeen dollars $8\frac{3}{4}$ cents, and for which he has accounted as hereinbefore stated.

To the 20th. This respondent answers, that he did pay to Francis A. Bynum the amount of the notes mentioned in this interrogatory; that is to say, I paid three of the said notes during the coverture, and one thousand dollars on the fourth. The remainder I did not pay until 1826, it having been attached or held by some legal process until that time, and when the judgment was rendered, this respondent paid the money according to the judgment.

To the 21st. This respondent answers, that he cannot say that Messrs. Rutherford, Fisk & McNeil paid the note for him, but I found it in their hands or that of one of the partners, and paid to them as the agents authorized to receive it.

To the 22d. This respondent answers, that all the said notes as stated to have been paid by him in his answers to the two last interrogatories, were notes given by him for the purchase of twenty slaves, in the year 1812, from F. A. Bynum, on a credit of ten years, by yearly instalments, and which notes he paid as they respectively fell due, or at dif-

ferent periods after they became due, either to Bynum himself, or persons holding the same by transfer or otherwise authorized to receive the amounts.

To the 23d. He answers, that he has no doubt that he paid to the Bank of Mississippi, in 1822, the amount which he then owed them. What the exact amount was this respondent does not now recollect, not having made any memorandum or kept any account thereof; he had for some time before, and at the time of his marriage, a standing accommodation at that bank, which was sometimes enlarged, and sometimes reduced; he thinks the amount then paid was upwards of two thousand dollars, and less than three thousand.

To the 24th. This respondent answers, that about the time mentioned in this interrogatory he did purchase from Arthur Mahan a piece of land in the neighborhood of Natchez, in the State of Mississippi.

To the 25th. This respondent answers, that he did pay to the said Mahan the amount of the four notes mentioned in this interrogatory about the time specified.

To the 26th. This respondent answers, that he did erect on the said land a dwelling house, that this establishment was called the Briers, that the house was large and suitable to the number of his family, that it was furnished in a manner suitable to the wants, position, and comfort of his family. That he cannot say precisely what the building, levelling, fencing, furnishing, and other improvements actually cost him, as he kept no account or memorandum thereof, but he believes they cost between ten and fifteen thousand dollars.

To the 27th. This respondent answers, that he cannot say that he actually purchased from the said Elihu Hall Bay 2100 acres of land, as stated in this interrogatory. The facts of that transaction are these, this respondent was the owner of about two thousand acres of land in the Lyman Mandamus, under a grant from the Spanish Government, and which he had owned for some years previous. Bay claimed two thousand acres or thereabouts under a British grant, which was supposed to interfere with the lands of this respondent, and to bring the two titles into conflict.

This respondent did purchase from Bay his pretensions under his British grant to quiet his title under the Spanish grant; took a conveyance from him for the whole land claimed under it, and paid him the sum of two thousand dollars for his title.

To the 28th. This respondent answers, that he being the owner of a considerable quantity of land in what was called the Lyman Mandamus grant, and there being various outstanding claims or titles to land within the limits of said grant, which might interfere with this respondent's title, and, among others, a claim called the Hartly claim, and this respondent being anxious to perfect his title, did employ Mr. Sugars Turner to purchase for him the interest of one of the heirs of Hartly in the claim aforesaid; Mr. Turner made the purchase for this respondent, paid a thousand dollars for the same, and took a conveyance to himself; this respondent refunded to him the thousand dollars, and took

a conveyance to himself. Whether the deed of conveyance was for a specific number of acres, or was the undivided interest of the heir who sold, or what are the precise terms of the deed, this respondent does not now remember, as it is many years since he has seen the deed, but when produced it will speak for itself. But this respondent never came into actual possession of any particular portion or quantity of land under, or by virtue of, the said deed; he bought it as an outstanding claim or title which might interfere with his own title to lands already possessed, to perfect his own title, and quiet his possession; this claim or title did interfere with the lands of this respondent as held under his title from Elihu Hall Bay, and which title was thus perfected; and part of it was conveyed to the complainant, Fourniquet, by the deed of the 25th of December, 1833, as in his answer stated.

To the 29th. This respondent answers, that the land, or claim to land, conveyed to him by Turner, formed no part of the Long Branch plantation.

To the 30th. This respondent answers, that the Long Branch plantation was a part or was formed out of lands of much greater extent, originally about 2000 acres; part thereof purchased by this respondent in the year 1816, from John Patterson, and the rest purchased in the year 1817. I paid Patterson for the lands purchased of him seventeen hundred dollars, and the other portion cost me from four to six hundred dollars. I purchased it from one Grymes, to whom I paid three hundred dollars for his title, and afterwards expended other moneys to perfect the title.

To the 31st. This respondent answers, that Isaac House, the person mentioned in this interrogatory, was a mere squatter on the public domain, and had no real title to any lands. I purchased from him the right which he supposed he had acquired by occupancy, with a view to get rid of him and his pretensions, so as to secure the lands without his opposition or interference by purchase from the Government or otherwise; although his receipt for the purchase money specifies cattle, I never got any; none were ever delivered to me; and having accomplished my object in getting rid of House, and his pretensions to the land, I never troubled myself about the cattle; and never came into possession or acquired title to any specific quantity of land under my purchase from House.

To the 32d. This respondent answers, that about the time mentioned in this interrogatory there was adjudicated to him, at the sale of the estate of Alexander McCormack, a tract of land supposed to be 640 acres, for the price of one hundred dollars; but that shortly afterwards it appeared that the said McCormack was not dead, but only absent from the country; that administration of his estate had been improperly granted; that the sale to him was null and void; that the price he had paid was refunded to him, and the sale cancelled, and he acquired no title to any land thereby; that the granting of the administration on McCormack's estate to Pettybone had been mainly procured at the instance of one Jonathan Thompson, to whom this respondent conveyed all the interest he acquired under the adjudication

aforesaid, and who refunded to him the one hundred dollars he had paid to Pettybone, the administration; and the sale was cancelled in that manner some time in 1821, or thereabout; but long before the death of his wife.

To the 33d. This respondent answers, that on or about the ninth day of January, 1827, he did purchase from Israel Loring the same tract of land which he intended to purchase from the estate of McCormack, as stated in his answer to the last interrogatory; the said Loring having in the mean time acquired a good title thereto from McCormack, and for which he paid the sum of eight thousand dollars in notes. This purchase included the right to the back or second concession, which Loring had entered and paid for to the Government.

To the 34th. This respondent answers, that he did give to the said Loring, in payment for said land, the notes of McAlpin for eight thousand dollars, which notes this respondent had taken from said McAlpin to secure the price of eight hundred or a thousand acres of land in the Lyman Mandamus tract, sold to him by this respondent, which land was a part of the lands purchased from John Patterson and others in 1816 and 1817, and the outstanding claim or title of Elihu Bay Hall, to which he purchased, as is herein before stated in his answer to the 27th interrogatory.

To the 35th interrogatory. This respondent answers, the right under the act of Congress to the back or second concession, in the rear of the McCormack tract, amounting to six hundred and forty acres, and consummated by Loring and one Clark in 1821, by entering the same in the land office, and paying the money therefor into the Treasury, and obtaining the receipt of the receiver of public moneys therefor, and was conveyed to this respondent by Loring in 1827, as is herein before stated.

To the 36th. This respondent answers, that he did, on the first day of March, 1820, purchase from the said Gamaliel Pease and wife three tracts of land, which are set forth and described in their deed to him of that date, which is hereto annexed and exhibited as a part of this answer.

To the 37th interrogatory. This respondent answers, that he did, on the 26th day of March, 1820, purchase from William Collins a tract of five hundred acres of land, as will appear by the deed made to him on that day, which is hereto annexed and referred to as making part of this answer.

To the 38th interrogatory. This respondent answers, that the said Patterson was a squatter on the public lands; that he had no other title or right to any land but that of occupancy; that the land occupied by Patterson was adjudicated to him at the sale of the estate of said Patterson; that no specific number of acres were acquired by the said adjudication. The deed of the curator Watson is hereunto annexed, and will show the description of the land; that the settlement or occupancy of Patterson was of no value, but the object and chief inducement of the respondent was to clear his neighborhood of all such persons, and their

pretensions to the land by occupancy. This land was afterwards included in grants or titles made by the Government to this respondent and others as part of the public domain; the thirty acres of land called for as adjoining this respondent never found or took possession of under the deed from Patterson's curator, his object being accomplished by getting rid of Patterson's pretensions to the principal settlement. The crop consisted of corn standing in the field, worth, as this respondent believes, about one hundred and fifty or two hundred dollars; he gathered it in, and used it on his plantation.

To the 40th. This respondent answers, that he did obtain from the Government a patent, in the year 1837, for four hundred and eighty-nine acres of land, as the back or second concession of the river tract of the Somerset estate, purchased by this respondent of S. Bullock in the year 1806, and which he had entered in the land office some time in the year 1821, under the act of Congress allowing *to* the privilege of entering such lands to front proprietors.

To the 41st interrogatory. This respondent answers, that the tract of land mentioned in this interrogatory was the same he purchased from Isaac House, as set forth in his answer to the 31st interrogatory, to which he specially refers as part of his answer to this interrogatory; that Samuel Gustine had acquired some right to the same, by having purchased the same at a sale made by the sheriff of Concordia for taxes assessed upon House, which right this respondent purchased from the said Gustine for the sum of fifty-three dollars and twenty-four cents, with a view to extinguish all pretensions or claims under House; and he herewith exhibits the deed from Gustine to himself as part hereof.

To the 42d interrogatory. This respondent answers, that some time in the year 1821, or between that and the year 1824, he did sell to George Lake a certain portion of the lands which he owned in the Lyman Mandamus, in Claiborne county, in the State of Mississippi, and which he had acquired in the year 1816 and 1817, as herein before stated. The price for which he sold the same he does not now remember, but he believes the true consideration is expressed in the deed of conveyance, which he supposes is in the possession of his vendee or some one claiming under him, and is not in the possession of this respondent.

To the 43d interrogatory. This respondent answers, that he did not receive from Lake, on the first of March, 1823, the sum of money mentioned in this interrogatory; this respondent received partial payments from Lake up to the year 1829, at various times, the particulars of which he does not now remember; and in 1829 he transferred the whole balance then due him from Lake, in payment of other lands which he then purchased.

To the 44th interrogatory. This respondent answers, that his crop on his Somerset estate did amount, in the year 1824, to two hundred and sixty-eight bales, and was sold for the sum of eighteen thousand three hundred and sixty-seven dollars and sixteen cents, a just proportion of which sum was allowed to the complainants in the account rendered

and settled in 1827, and which preceded their final receipts and acquittances, and the balance was applied to the expenses of the plantation for that year, to the payment of outstanding debts incurred during the continuance of his marriage, and in the support and education of his family.

To the 45th. This respondent answers, that he cannot say whether the tax list mentioned in this interrogatory represents him as possessing 4,657 acres of land, or what the same was valued at on the said list, not having the same before him, nor does he now recollect on what number of acres of land he paid taxes that year, but the assessment roll or tax list will show the number of acres, the amount at which it was assessed, and the amount of the tax charged thereon.

To the 46th interrogatory. This respondent answers, that if the said tax list does assess to this respondent 3,317 acres of land in one item, then he supposes it must mean to embrace his Summerset estate, which did consist of about that quantity. If the whole amount of land on the said tax list was 4,657 acres, he supposes that it was comprised of the Summerset estate, the Bynum tract of one thousand [and] forty acres, which was assessed in his name after his marriage, and a tract of land supposed to contain 300 acres, which he owned on the Mississippi river, nearly opposite Natchez, and which he has sold to Lapice.

To the 47th interrogatory. He answers that he did not, during the period mentioned in this interrogatory, purchase any other lands except those embraced in this his answer, as herein stated and admitted to have been purchased and acquired by him, with the exception of a lot in the town of Natchez, Mississippi, which may have been purchased within that period, and which he afterwards gave as a donation to the Natchez Academy.

OGDEN & GRIMES,
Solicitors for defendant.

John Perkins, the defendant, being duly sworn, doth depose and say, that all the matters and things set forth in the foregoing answer to the plaintiffs' bill and interrogatories, stated as of his own knowledge, are true, and that all stated from the information of others he believes to be true.

JNO. PERKINS.

Sworn to and subscribed before me, this 6th day of January, 1845.
THEO. H. McCALEB, *U. S. judge.*

Exhibits attached to the answer.

Transcript of papers in the estate of Benjamin Bynum, deceased.

Process-verbal of family meeting.

STATE OF LOUISIANA, *Parish of Concordia:*

Be it remembered, that, on this 21st day of May, A. D. 1827, I, Robert Ogden, parish judge and ex officio judge of probates in and for the parish aforesaid, at my office in said parish, in pursuance of an order of the court of probates of the said parish, did convene a family

composed of the relations and friends of the minors, Benjamin S. Bynum, Mary C. Bynum, Harriet J. Bynum, above the age of fourteen, and John Perkins and William Perkins, under the age of fourteen, heirs of Benjamin Bynum and Mary Perkins, late of said parish deceased, and now absent from the State, for the purpose of recommending fit [persons] to be "curators ad bona" and "ad lites" to the persons and estates of the said minors above the age of fourteen within the parish aforesaid, and also a fit person to be appointed tutor to the minors under the age of fourteen having estate in the said parish.

And the said family meeting, composed of John D. Smith, Sugars Turner, Thomas Alexander, David Alexander, and George S. Guion, relations and friends of the said minors, within the said parish, having taken and subscribed the oath, before me, in such case by law required, do recommend that John Perkins, of the parish aforesaid, be appointed and constituted curator "ad bona" to the persons and estates of the said minors above the age of fourteen, and Martin W. Ewing, of the said parish, to be "curator ad lites" to said last mentioned minors; and also John Perkins, of the parish aforesaid, to be tutor to the persons and estates of the said minors under the age of fourteen as aforesaid, upon their complying respectively with the requisites of the law in such case made and provided. And the said family meeting do hereby further recommend that a partition of the several estates of Benjamin Bynum and Mary Perkins, dec'd, within the parish aforesaid, be forthwith made in kind, they deeming the same to be highly expedient and requisite.

JNO. D. SMITH,
SUGARS TURNER,
THOMAS ALEXANDER,
D. ALEXANDER,
GEORGE S. GUION.

Witnesses present—
JAMES NOULEN,
A. STANSBROUGH.

In testimony whereof, I have hereunto set my hand and affixed my [SEAL.] [seal] of office, this 21st day of May, 1827.

ROBERT OGDEN,
Parish Judge and ex officio Notary Public.

Estate of Benjamin Bynum, deceased.

STATE OF LOUISIANA, *Parish of Concordia, ss:*

Be it remembered, that on this second day of March, in the year of our Lord one thousand eight hundred and twenty-seven, at the plantation called Somerset, the residence of the Hon. John Perkins, in the parish aforesaid, upon his petition, setting forth that he is about to present a final administration account of the estate in his hands of Benjamin Bynum, formerly of the parish aforesaid, deceased, and to cause legal proceedings to be had to effect a judicial partition of the said estate among the heirs of the said deceased, I, Robert Ogden judge of the parish aforesaid, ex officio judge of probates in and for the said par-

ish, proceeded to cause an inventory and appraisement to be made of the estate of the said deceased, and for this purpose I appointed and authorized Joseph Smith, esq., and Mr. James Noalen, freeholders and residents of the said parish, appraisers, to appraise and set a value on all and singular the said estate, who took and subscribed, before me, the oath by law in such case prescribed; and the following is a just and true inventory and appraisement of all and singular the immoveable and moveable estate of the said deceased within the parish aforesaid, as far as the same were shown to us or otherwise, after diligent inquiry, came to our knowledge, viz:

	1,040. One thousand and forty acres of land on Lake Concordia, in the parish aforesaid, on which the deceased in his lifetime resided, valued at - - - - - - - - - -				$10,000 00
	The negroes, to wit:				
1	Negro man Frank - -	50 years	- - -		200 00
2	" woman Maria - -	40 "	his wife - -		300 00
3	" boy Alexander - -	14 "	Children of Frank		350 00
4	" boy Anderson - -	9 "	and Maria -		250 00
5	" girl Fanny -	7 "	do do -		200 00
6	" girl Lucy - -	5 "	do do -		200 00
7	" boy Parker - -	3 "	do do -		150 00
8	" boy Frank - -	1 "	do do -		100 00
9	" man Will - -	50 "	- - -		300 00
10	" woman Dinah - -	33 "	wife of Will -		400 00
11	" girl Rose - - -	13 "	Children of Will		300 00
12	" boy George - -	7 "	and Dinah -		250 00
13	" boy William - -	5 "	do do -		200 00
14	" boy Robert - -	3 "	do do -		150 00
15	" girl Celia - - -	1 "	do do -		100 00
16	" man Miambo - -	50 "	- - -		200 00
17	" boy Abraham - -	16 "	Child'n of Miambo		200 00
18	" girl Polly - - -	14 "	do do -		300 00
19	" girl China - - -	12 "	do do -		250 00
20	" boy Tom - - -	5 "	do do -		200 00
21	" woman Judah Myers -	25 "	- - -		400 00
22	" boy Edward - -	4 "	} Children of Judah		150 00
23	" boy Harry - -	7 mo.	} Myers -		50 00
24	" man Daniel - -	50 years	- - -		250 00
25	" boy Little Daniel -	14 "	Children of Daniel		400 00
26	" boy Patrick - -	13 "	do do -		350 00
27	" boy Lewis - -	5 "	do do -		200 00
28	" woman Sarah - -	47 years	Wife of Daniel -		200 00
29	" woman Milley - -	37 "	- - -		350 00
30	" boy Ned - - -	16 "	- - -		400 00
31	" man Billy - - -	33 "	- - -		300 00
32	" woman Sukey - -	33 "	- - -		400 00
33	" boy David - -	9 "	- - -		300 00
34	" boy Moses - -	7 "	- - -		250 00
35	" girl Lucy - - -	5 "	- - -		200 00
	Carried forward - - -				$18,800 00
	Amount brought forward - -				18,800 00
36	Negro girl Eleanor - -	3 years	- - -		150 00
37	" girl Leah - - -	1 "	- - -		100 00
38	" woman Judah Mooney -	25 "	- - -		400 00
39	" girl Caroline - -	5 "	} Children of Judah		200 00
40	" girl Jesse - - -	2 "	} Mooney -		150 00

41	Negro man Simon	50 years			$200 00
42	" woman Juno	35 "	Wife of Simon		350 00
43	" woman Sally	20 "			450 00
44	" and girl Jenny	1 "	Sally's child		
45	" boy Jack	16 "			400 00
46	" girl Rachel	14 "			300 00
47	" boy Simon	9 "			300 00
48	" girl Betsey	5 "			200 00
49	" boy Jacob	3 "			200 00
50	" man Peter	33 "			450 00
51	" woman Old Sarah	70 "			100 00
52	" man Lewis	33 "			450 00
53	" woman Nelly	30 years	Wife of Lewis		400 00
54	" boy Charles	9 "	Children of Lewis		300 00
55	" girl Tamor	5 "	and Nelly		200 00
56	" boy Henry	3 "	do do		150 00
57	" girl Sarah	1 "	do do		100 00
58	" man Parker	33 "			500 00
59	" girl Eleanor	14 "			350 00
	Given by Mrs Perkins to daughter Ann.				
60	" boy Jim	16 years			450 00
	Given by Mrs. Perkins to son Benjamin.				
	1 chest of old carpenter's tools, valued at				5 00
	4 mules				200 00
	The stock of cattle, supposed 60 head				200 00
	Amounting to twenty-six thousand and fifty-five dollars.				$26,055 00

In testimony whereof we, the said appraisers, have hereunto subscribed our names, in presence of the undersigned witnesses, and the said judge, the day and year, and at the place aforesaid.

JOSEPH SMITH,
JAMES NOULEN, *Appraisers*.

Before me, ROBERT OGDEN, *Parish Judge, &c.*

Witnesses present—
E. JENNER SMITH,
MOSES MUNHOLLAND.

Estate of Mrs. Mary Perkins, deceased.

STATE OF LOUISIANA, *Parish of Concordia, ss:*

Be it remembered, that on this second day of March, in the year of our Lord one thousand eight hundred and twenty-seven, at Somerset plantation, the residence of the Honorable John Perkins, in the parish aforesaid, upon his petition, setting forth that he is about to present a final administration account of the estate in his hands of Mrs. Mary Perkins, deceased, within the parish aforesaid, and to cause legal proceedings to be had, to effect a judicial partition of the said estate among the heirs of the said deceased, I, Robert Ogden, judge of the parish aforesaid, ex officio judge of probates, in and for the said parish, proceeded to cause an inventory and appraisement to be made of the estate of the said deceased; and for this purpose I appointed and authorized Joseph Smith, esq., and James Naulen, freeholders and residents of the said parish, appraisers, to appraise and set a value on all and singular

the said estate, who took and subscribed before me the oath by law in such case prescribed, and the following is a just and true inventory and appraisement of all and singular the immoveable and moveable estate of the said deceased within the parish aforesaid, as far as the same were shown to us, or otherwise, after diligent inquiry, came to our knowledge, viz:

1	The negro man Cook	-	-	aged	55	years	-	-	-	valued at	$200 00
2	" woman Lucy, his wife,			"	40	"	-	-	-	"	250 00
3	" " Rose	-		"	22	"	-	-	-	"	400 00
4	" " Silma	-		"	20	"	-	-	-	"	400 00
5	" boy Jack	-	-	"	16	"	-	-	-	"	350 00
6	" girl Susey	-	-	"	14	"	children of Cook		-	"	300 00
7	" boy Jim	-	-	"	12	"	and Lucy	-	-	"	300 00
8	" " Peter	-	-	"	10	"	do	do	-	"	300 00
9	" man Caleb	-	-	"	24	"	-	-	-	"	500 00
10	" woman Abbey	-	-	"	35	"	-	-	-	"	350 00
11	" man George	-	-	"	17	"	-	-	-	"	400 00
12	" woman Rose	-	-	"	24	"	-	-	-	"	400 00
13	" Ephraim	-	-	"	4	"	children of Rose			"	200 00
14	" Fanny	-	-	"	2½	"	do	do		"	150 00
15	" Caroline	-	-	"	6	mos.	do	do		"	50 00
16	" man Big Abraham	-		"	21	years	-	-	-	"	200 00
17	" woman Judah	-		"	26	"	-	-	-	"	300 00
18	" " Black Maria			"	22	"	-	-	-	"	400 00
19	" " Yellow Maria			"	30	"	-	-	-	"	400 00
20	" man African John			"	34	"	-	-	-	"	25 00
21	" " Sam	-	-	"	19	"	-	-	-	"	400 00
	2 mules	-	-	-	-	-	-	-	-	"	50 00
	Amounting to six thousand three hundred and twenty-five dollars.										$6325 00

In testimony whereof we, the said appraisers, have hereunto subscribed our names, the day and year, and at the place aforesaid, in presence of the undersigned witnesses and the said judge.

JOSEPH SMITH,
JAMES NOULEN, *Appraisers*.

Before me, ROBERT OGDEN, *Parish Judge, &c.*

Witnesses present:
E. JENNER SMITH,
MOSES MUNHOLLAND.

(*Supplemental.*)

And the said James Noulen, appraiser as aforesaid, and sworn as aforesaid, being called to appraise the negro boy Arthur, belonging to the same estate, and omitted in the inventory aforesaid, by reason of his being at the time of taking it absent in the State of Mississippi, doth declare and say, to the best of his knowledge and judgment, that the said negro is worth two hundred and fifty dollars.

JAMES NOULEN.

I concur in the above. JOSEPH SMITH.

Before me, ROBERT OGDEN, *Parish Judge, &c.*

Witnesses present:
ANSON STANSBROUGH,
MARTIN W. EWING.

STATE OF LOUISIANA,
Parish of Concordia, ss:

Be it remembered, that on this twenty-ninth day of May, in the year of our Lord one thousand eight hundred and twenty-seven, at my office, in the parish aforesaid, before me, the undersigned parish judge, and ex officio judge of probates, and notary public in and for the parish aforesaid, Joseph Smith and Pleasant A. Thacker, of the parish aforesaid, experts, duly commissioned and sworn to form and apportion the lots to effect a judicial partition of the estates, within the parish aforesaid, of Benjamin Bynum and Mary Perkins, deceased, made return to me of their proceedings in this behalf, as follows, to wit: of the estate of Benjamin Bynum, deceased, to be divided between his four heirs, Mrs. Ann Ewing, Mary C. Bynum, Harriet J. Bynum, and Benjamin S. Bynum, they formed and apportioned the same into four lots, as follows, viz: the lot No. 1 to consist of one undivided fourth part of one undivided half part of one thousand and forty acres of land, situate on Lake Concordia, in the parish aforesaid, on which the said Benjamin Bynum in his lifetime resided, viz: one hundred and thirty acres, valued in the inventory, taken on the 2d day of March, 1827, at ten dollars per acre, and the following negroes, valued as aforesaid: Judah Myers, aged 25 years, $400; Edward, 4, $150, Harry, 7 months, $50, children of Judah Myers; Little Daniel, 16, $400, Patrick, 13, $350, Lewis, 5, $200, children of Big Daniel; Big Daniel, 50, $250; Big Sarah, $200; Miambo, 50, $200; Ned, 16, $400, Polly, 14, $300, Tom, 5, $200, children of Sally, deceased. Also 1 mule, $50. Amounting in the whole to four thousand four hundred and fifty dollars.

2. The lot No. 2 to consist of the like undivided portion of land, viz., one hundred and thirty acres as aforesaid, and the following negroes, valued as aforesaid, viz: Billy, 33, $300; Sucky, his wife, 33, $400; David, 9, $300, Moses, 7, $250, Lucy, 5, 200, Eleanor, 3, $150, Leah, 1, $100, children of Sucky; Milly, 37, $350; Abram, 16, $200, child of Sally, deceased; Parker 3, $150, Lucy, 51, $200, child of Frank; Parker, 33, $500. Also 1 mule, $50. Amounting in all to four thousand four hundred and fifty dollars.

3. The lot No. 3 to consist of the like undivided portion of land, viz., one hundred and thirty acres as aforesaid, and the following negroes, valued as aforesaid, viz: Will, 50, $300; Dinah, his wife, 33, $400; Dick, 16, $400, son of Simon; Robert, 3, son of Will, $150; Celia, 16, $400, daughter of Will; Nelly, 30, $400; Charles, 9, $300, Sama, 5, $200, Henry, 3, $150, Sarah, 1, $100, children of Nelly; Sarah, 80, $100; Peter, 33, $450. Also 1 mule, $50, and 15 head of cattle, $50. Amounting in all to four thousand four hundred and fifty dollars.

4. The lot No. 4 to consist of the like undivided portion of land, viz., one hundred and thirty acres as aforesaid, and the following negroes, valued as aforesaid, viz: Judah Mooney, 25, $400; Caroline, 5, $200, Jesse, 2, $150, children of Judah Mooney; Simon, 50, $200; Jane, his wife, 35, $350; Sally, 20, and her child Jane, 1, $450; Rose, daughter

of Will, 14, $300; Rachel, 10, $300, Simon, 9, $300, Betsey, 5, $200, Jacob, 3, $200, children of Simon. Also 1 mule, $50, and 15 head of cattle, $50. Amounting in all to four thousand four hundred and fifty dollars.

And of the estate of Mary Perkins, deceased, to be divided between her six heirs, viz., the four before named, and John Perkins and William Perkins, her children by her last marriage, they, the said experts, formed and apportioned the same into six lots, as follows, viz:

1. The lot No. 1 to consist of one undivided sixth part of an undivided half part of the tract of land aforesaid, viz: Eighty-six acres and four 6ths of an acre, and the following negroes, viz: Frank, 50, $200; Maria, his wife, 37, $300; Frank, 1, $100, Fanny, 7, $200, children of Frank; Samuel, 19, $400. Also 1 mule, 25, 30 head of cattle, $100. Amounting in all to the sum of two thousand one hundred and ninety-one dollars and sixty-six cents.

2. The lot No. 2 to consist of the like undivided sixth part of an undivided half part of the tract of land aforesaid, viz., eighty-six acres and four 6ths of an acre, and the following negroes, viz., Cook, 55, $200; Lucy, his wife, 40, $250; Jim, 12, $300, child of Cook; Lewis, 33, $450; Anderson, 10, $250, child of Frank, amounting in all to two thousand three hundred and sixteen dollars sixty-six cents.

3. The lot No. 3 to consist of the like undivided sixth part of an undivided half part of the tract of land aforesaid, viz., eighty-six acres and four 6ths of an acre, and the following negroes, viz., Rose, 24, $400, wife of Peter; Ephraim, 4, $200, Fanny, 2½, $150, Caroline, 6 mos. $50, children of Rose; Caleb, 24, $500; also 1 mule, $25, amounting in all to two thousand one hundred and ninety-one dollars and sixty-six cents.

4. The lot No. 4 to consist of the like undivided sixth part of an undivided half part of the tract of land aforesaid, viz., eighty-six acres and four 6ths of an acre, and the following negroes, viz., Alexander, 14, $350, child of Frank; China, 12, $250, child of Sally, deceased; Celina, 20, $400, child of Lucy; Rose, 22, $400, amounting in all to two thousand two hundred and sixty-six dollars [and] sixty-six cents.

5. The lot number 5 to consist of the like undivided sixth part of an undivided half part of the tract of land aforesaid, viz., eighty-six acres and four 6ths of an acre, and the following negroes, viz., Abb, 35, $350; George, 17, $400; Jack, 16, $350, son of Cook; Susy, 14, $300, daughter of Cook, amounting in the whole to two thousand two hundred and sixty-six dollars and sixty-six cents.

6. The lot No. 6 to consist of the like undivided sixth part of an undivided half part of the tract of land aforesaid, viz., eighty-six acres and four 6ths of an acre, and the following negroes, viz., Big Abram, infirm, $200; Judah, 26, $300; Black Maria, 24, $400; Yellow Maria, 30, $400; African, $25, amounting in all to two thousand one hundred and ninety-one dollars and sixty-six cents.

And the said lots, apportioned as aforesaid in presence of John Perkins, curator ad bona and tutor, respectively, to the minor heirs, and of

Martin W. Ewing, the husband of the said Mrs. Ann Ewing, and curator ad lites and under tutor to the said minors, respectively, and before the said judge and notary, were drawn by the said experts to the several minor heirs as follows, viz:

Of the estate of Benjamin Bynum, deceased—

The lot No. 1 to Mrs. Ann Ewing.
The lot No. 2 to Miss Harriet J. Bynum.
The lot No. 3 to Miss Mary C. Bynum.
The lot No. 4 to Benjamin S. Bynum.

And of the estate of Mary Perkins, deceased—

The lot No. 1 to Mrs. Ann Ewing.
The lot No. 2 to William Perkins.
The lot No. 3 to Benjamin S. Bynum.
The lot No. 4 to Harriet J. Bynum.
The lot No. 5 to John Perkins, jr.
The lot No. 6 to Mary C. Bynum.

In testimony whereof, the said experts have hereunto subscribed their names, the day and year and at the place aforesaid, in presence of the undersigned witnesses, and before me, the undersigned judge and notary public.

JOSEPH SMITH,
PLT. A. THACKER.

Witnesses: GEORGE S. GUION,
S. THONINGTON.

Before me, with my seal of office,

ROBERT OGDEN,
Parish judge, &c., and notary public.

STATE OF LOUISIANA, *Parish of Concordia:*

At a special court of probates in and for the said parish, this 29th , present, Robert Ogden, judge; George S. Guion, clerk.

In the matter of the succession of Mrs. Mary Perkins, deceased, and Benjamin Bynum, deceased.

JOHN PERKINS, curator and tutor, &c., vs. THE SAID SUCCESSION. } Partition.

Appeared the said plaintiff, as curator ad bona and tutor respectively to the said minor heirs of the said successions, and Martin W. Ewing representing his wife, Mrs. Ann Ewing, one of the heirs of the said succession, and as curator ad lites and under tutor respectively to the said minors, and the foregoing return of the experts of the forming and drawing of the lots to effect a judicial partition of the estates therein mentioned, being read, it is hereby ordered, adjudged, and decreed, that the same be allowed and confirmed, subject to whatever opposition may be made and sustained as prescribed by law; the time within which such opposition may be received being, by consent of the parties afore-

said extended to the 10th day of August next, after which, no opposition being made, this order and decree to be absolute. And it is hereupon ordered, adjudged, and decreed, subject as aforesaid, that the property mentioned in the several lots drawn as aforesaid, be and remain the property of the several heirs, respectively, as in the said return set down as drawn to them respectively—the heirs who have drawn an excess to contribute their proportions in money to make the shares of all the heirs equal.

ROBERT OGDEN,
Judge of Probates.

Attest: GEORGE S. GUION, *Clerk.*

STATE OF LOUISIANA, *Parish of Concordia, ss:*

At a special court of probates in and for the said parish, this 22d December, 1827, present, Robert Ogden, judge.

In the matter of the successions of Mrs. Mary Perkins, deceased, and Benjamin Bynum, deceased.

JOHN PERKINS, curator and tutor, } vs. } Partition.
THE SAID SUCCESSIONS. }

Appeared the said plaintiff, as curator ad bona and tutor respectively of the minor heirs of the said successions, and Martin W. Ewing, representing his wife, Mrs. Ann Ewing, one of the heirs of the said successions, and as curator ad lites and under tutor, respectively, to the said minors; and no objections having been filed or offered to the partition adjudged on the 29th day of May last, and with the consent of the said parties, on their own behalf respectively, and on behalf of those they represent, it is hereby ordered, adjudged, and decreed, that the said partition be homologated and made final.

ROBERT OGDEN,
Judge of Probates.

Partition filed 29th May, 1827.

ROBERT OGDEN, *Parish Judge.*

Homologation of do. filed 22d December, 1827.

ROBERT OGDEN, *Parish Judge.*

STATE OF LOUISIANA, *Parish of Concordia.*

I, Alvin S. Britton, deputy clerk of the probate court in and for the parish of Concordia, State aforesaid, do hereby certify the foregoing to be a true transcript of the process verbal of family meeting recommending curators ad bona and ad lites and tutor to the minor heirs of Benjamin Bynum, deceased; also inventories and appraisements in the 2d March, 1827; and also act of partition in the estates, Benjamin Bynum and Mrs. Mary Perkins, deceased, from page 1 to page 8, inclusive, from the originals on file and of record in this office.

In testimony whereof, I have hereunto set my hand and the seal of said office, this 25th day of February, A. D. 1846.

ALVIN S. BRITTON,
Deputy Clerk said court.

Joint receipt and acquittance of Ewing and wife.

Received of John Perkins two negro slaves, Lewis and Anderson; also his draft on A. Fisk, for four hundred and seventy $\frac{34}{100}$ dollars, at one hundred and twenty days, endorsed by R. M. Gaines, which, when paid, will be in full of all claims and demands of every kind and description, which we or either of us may have against said Perkins individually, or against him as curator of the estates of Benjamin Bynum and Mary Perkins, in the parish of Concordia, State of Louisiana, or as executor of the will of the said Mary Perkins, dated March 30th, 1822, and in full of all claims of every kind, which we, or either of us, may have against said Perkins in any way whatever. We having received from said Perkins heretofore the following named slaves, to wit:

Judah Myers, aged about 25 years; Edward, about 4 years; Harry, about 7 months; Little Daniel, about 16 years; Patrick, 13 years; Lewis, 5 years; Big Daniel, 50 years; Big Sarah ; Miambo, about 50 years; Ned, 16 years; Polly, 14 years; Frank, about 50 years; Mariah, his wife, 37 years old; Frank, aged about one year; Fanny, about 7; Samuel, about 19 years; also two mules, 30 head of cattle, and a chest of tools; and the said Perkins accepts hereof as a full satisfaction and discharge from the said Martin W. Ewing and Ann, his wife, in the premises.

Witness our hands, this 11th day of April, A. D. 1828.

MARTIN W. EWING,
ANN EWING,
JOHN PERKINS.

Attest: R. M. GAINES.

STATE OF LOUISIANA,
Parish of Concordia, ss:

Before me, the undersigned, judge in and for the parish aforesaid, personally appeared the undersigned R. M. Gaines, of Adams county, in the State of Mississippi, and being duly sworn, deposes and says, that he was present and saw the above named parties execute the foregoing instrument of writing as and for their respective acts, delivered for the purposes therein mentioned.

R. M. GAINES.

Sworn to and subscribed this 12th day of April, 1828, before me.
ROBERT OGDEN, *Judge*.

STATE OF LOUISIANA,
Parish of Concordia, ss:

Recorded in book E, page 183.

[SEAL.] In testimony whereof, I have hereunto set my hand and the seal of my office, this 12th day of April, 1828.

ROBERT OGDEN,
Parish Judge, &c.

Joint receipt and release of Benjamin S. Bynum and Mary C. Bynum to John Perkins.

Know all men by these presents, that we, Benjamin S. Bynum, at present of the county of Claiborne, and State of Mississippi, and Mary C. Bynum, of the Briers, in the county of Adams, and State aforesaid, two of the heirs and legal representatives of Benjamin Bynum, late of the parish of Concordia, and State of Louisiana, deceased, and Mrs. Mary Perkins, late of the Briers, in the county and State aforesaid, but formerly of the parish of Concordia, and State of Louisiana aforesaid, also deceased, have on this day, and at previous dates heretofore, received from our step-father and guardian, John Perkins, all and each of our respective estates or share arising to us or growing out of either and both of said successions in law or equity. In consideration whereof, we, the said Benjamin S. Bynum and Mary C. Bynum, jointly and severally, for ourselves, our heirs and assigns, do by these presents forever release and discharge him, the said John Perkins and his heirs, from all claims and demands whatsoever at law or equity.

In testimony whereof, we have hereunto set our hands this tenth day of April, in the year of our Lord one thousand eight hundred and twenty-nine. And the said John Perkins being present, accepting by these presents, who, on the day and year above written, has also hereunto set his hand.

BENJAMIN S. BYNUM.
MARY C. BYNUM.
JOHN PERKINS.

Done in presence of—
JOHN P. FURNISS,
JOHN D. SMITH.

STATE OF LOUISIANA,
Parish of Concordia, ss:

Before me, George S. Guion, judge of the said parish, personally came and appeared John P. Furniss, of Adams county, State of Mississippi, and being duly sworn, he declares and says, that he was present and did see the above named Benjamin S. Bynum, Mary C. Bynum, and John Perkins sign and execute the foregoing instrument of writing on the day therein mentioned, for the uses therein expressed; and that he, this deponent, and John D. Smith, signed their names thereto as witnesses in attestation thereof.

JOHN P. FURNISS.

Sworn to and subscribed this 30th of May, 1829.
GEORGE S. GUION, *P. Judge.*

STATE OF LOUISIANA,
Parish of Concordia, ss:

I certify, that the foregoing deed has this day been duly recorded in my office, in book E, pages 360, 361.

[SEAL.] In testimony whereof, I do hereunto set my hand and the seal of my office, this 2d of June, A. D. 1829.

GEORGE S. GUION, *Parish Judge.*

Authentic act of confirmation passed before parish judge of Concordia by M. C. Eskridge and Thomas P. Eskridge, April 9, 1832.

Be it remembered, that on this ninth day of April, A. D. eighteen hundred and thirty-two, before me, George S. Guion, judge and ex officio notary public in and for the said parish, and in presence of the witnesses hereinafter named and undersigned, personally came and appeared Mary C. Bynum, wife of Thomas P. Eskridge, of Arkansaw Territory, duly authorized and assisted herein by her said husband, who declared and acknowledged that she had received from her step-father and curator *ad bona*, John Perkins, of Adams county, in the State of Mississippi, her full, entire, and legal share or portion of the successions, respectively, of her late father, Benjamin Bynum, formerly of the parish aforesaid, deceased, and of her late mother, Mrs. Mary Perkins, formerly of the said parish, and lastly of the said county of Adams, and State of Mississippi, which devolved upon her, the said appearer, as one of the legal heirs of the two said successions. And therefore, in consideration of the premises, she the said Mrs. Mary C. Eskridge, authorized and assisted by her said husband here present, does by these presents release and forever discharge the said John Perkins, his heirs, executors, and administrators, from all claims and demands whatsoever in relation to the said successions, or either of them. And the said John Perkins being present, declares his acceptance of this act.

Done and passed at my office, in the town of Vidalia, the day and year aforesaid, in presence of Edmund P. Pollard and Edward Sparrow, witnesses, residing in this parish, who have signed this act with the parties and me, the said judge and notary.

M. C. ESKRIDGE,
THOMAS P. ESKRIDGE.

EDMUND P. POLLARD,
EDWARD SPARROW.

GEORGE S. GUION, *P. Judge*.

STATE OF LOUISIANA,
Parish of Concordia, ss:

I, George S. Guion, judge of the said parish, certify the foregoing to be a true copy taken from the original act of record in my office.

[SEAL.] In testimony whereof, I have hereunto set my hand and the seal of my office, at Vidalia, this 26th day of May, 1834.

GEORGE S. GUION, *P. Judge*.

Joint receipt and acquittance of E. P. Fourniquet and wife, to John Perkins.

Received, Natchez, May 27, 1834, of John Perkins, on settlement of all accounts, debts, dues, and demands whatever, up to the present day, one hundred dollars in full, having on a previous occasion received from him as the guardian of my wife, Mrs. Harriet J. Fourniquet, late Miss Bynum, all the estate, portion, and share which she inherited by the death of her late father, Benjamin Bynum, late of Concordia, Louisi

Joint receipt and release of Benjamin S. Bynum and Mary C. Bynum to John Perkins.

Know all men by these presents, that we, Benjamin S. Bynum, at present of the county of Claiborne, and State of Mississippi, and Mary C. Bynum, of the Briers, in the county of Adams, and State aforesaid, two of the heirs and legal representatives of Benjamin Bynum, late of the parish of Concordia, and State of Louisiana, deceased, and Mrs. Mary Perkins, late of the Briers, in the county and State aforesaid, but formerly of the parish of Concordia, and State of Louisiana aforesaid, also deceased, have on this day, and at previous dates heretofore, received from our step-father and guardian, John Perkins, all and each of our respective estates or share arising to us or growing out of either and both of said successions in law or equity. In consideration whereof, we, the said Benjamin S. Bynum and Mary C. Bynum, jointly and severally, for ourselves, our heirs and assigns, do by these presents forever release and discharge him, the said John Perkins and his heirs, from all claims and demands whatsoever at law or equity.

In testimony whereof, we have hereunto set our hands this tenth day of April, in the year of our Lord one thousand eight hundred and twenty-nine. And the said John Perkins being present, accepting by these presents, who, on the day and year above written, has also hereunto set his hand.

BENJAMIN S. BYNUM.
MARY C. BYNUM.
JOHN PERKINS.

Done in presence of—
JOHN P. FURNISS,
JOHN D. SMITH.

STATE OF LOUISIANA,
Parish of Concordia, ss:

Before me, George S. Guion, judge of the said parish, personally came and appeared John P. Furniss, of Adams county, State of Mississippi, and being duly sworn, he declares and says, that he was present and did see the above named Benjamin S. Bynum, Mary C. Bynum, and John Perkins sign and execute the foregoing instrument of writing on the day therein mentioned, for the uses therein expressed; and that he, this deponent, and John D. Smith, signed their names thereto as witnesses in attestation thereof.

JOHN P. FURNISS.

Sworn to and subscribed this 30th of May, 1829.
GEORGE S. GUION, *P. Judge.*

STATE OF LOUISIANA,
Parish of Concordia, ss:

I certify, that the foregoing deed has this day been duly recorded in my office, in book E, pages 360, 361.

[SEAL.] In testimony whereof, I do hereunto set my hand and the seal of my office, this 2d of June, A. D. 1829.

GEORGE S. GUION, *Parish Judge.*

Authentic act of confirmation passed before parish judge of Concordia by M. C. Eskridge and Thomas P. Eskridge, April 9, 1832.

Be it remembered, that on this ninth day of April, A. D. eighteen hundred and thirty-two, before me, George S. Guion, judge and ex officio notary public in and for the said parish, and in presence of the witnesses hereinafter named and undersigned, personally came and appeared Mary C. Bynum, wife of Thomas P. Eskridge, of Arkansaw Territory, duly authorized and assisted herein by her said husband, who declared and acknowledged that she had received from her step-father and curator *ad bona*, John Perkins, of Adams county, in the State of Mississippi, her full, entire, and legal share or portion of the successions, respectively, of her late father, Benjamin Bynum, formerly of the parish aforesaid, deceased, and of her late mother, Mrs. Mary Perkins, formerly of the said parish, and lastly of the said county of Adams, and State of Mississippi, which devolved upon her, the said appearer, as one of the legal heirs of the two said successions. And therefore, in consideration of the premises, she the said Mrs. Mary C. Eskridge, authorized and assisted by her said husband here present, does by these presents release and forever discharge the said John Perkins, his heirs, executors, and administrators, from all claims and demands whatsoever in relation to the said successions, or either of them. And the said John Perkins being present, declares his acceptance of this act.

Done and passed at my office, in the town of Vidalia, the day and year aforesaid, in presence of Edmund P. Pollard and Edward Sparrow, witnesses, residing in this parish, who have signed this act with the parties and me, the said judge and notary.

M. C. ESKRIDGE,
THOMAS P. ESKRIDGE.

EDMUND P. POLLARD,
EDWARD SPARROW.

GEORGE S. GUION, *P. Judge*.

STATE OF LOUISIANA,
Parish of Concordia, ss:

I, George S. Guion, judge of the said parish, certify the foregoing to be a true copy taken from the original act of record in my office.

[SEAL.] In testimony whereof, I have hereunto set my hand and the seal of my office, at Vidalia, this 26th day of May, 1834.

GEORGE S. GUION, *P. Judge*.

Joint receipt and acquittance of E. P. Fourniquet and wife, to John Perkins.

Received, Natchez, May 27, 1834, of John Perkins, on settlement of all accounts, debts, dues, and demands whatever, up to the present day, one hundred dollars in full, having on a previous occasion received from him as the guardian of my wife, Mrs. Harriet J. Fourniquet, late Miss Bynum, all the estate, portion, and share which she inherited by the death of her late father, Benjamin Bynum, late of Concordia, Louisi

ana, deceased, or her mother, Mrs. Mary Perkins, of the county of Adams, and State of Mississippi, and brother Benjamin S. Bynum, of the county of Claiborne, and State last aforesaid, deceased; and do by these presents, jointly with my said wife, release and forever discharge the said Perkins from all and every claim which she or either of us might or could have against him, the said Perkins, either as guardian or otherwise, growing out of the estates aforesaid, or in any other manner or shape whatever, and forever exonerate him by these presents, his heirs, executors, and administrators, therefrom. In witness whereof, we have hereunto set our hands and seals the day and year first above written, to wit, in the year of our Lord one thousand eight hundred and thirty-four, in the presence of Elijah Bell and John E. Maddux, whose names are hereunto subscribed as witness hereunto. The said John Perkins being also personally present, and by these presents accepting.

E. P. FOURNIQUET, [L. S.]
HARRIET J. FOURNIQUET, [L. S.]
JOHN PERKINS. [L. S.]

Witness of—signed, sealed, and delivered in the presence of—
ELIJAH BELL,
JNO. E. MADDUX.

STATE OF MISSISSIPPI, *Adams county:*

Personally, before me, Woodson Wren, a justice of the peace for the county of Adams, appeared E. P. Fourniquet and Harriet J. Fourniquet, his wife, and John Perkins, whose names are subscribed to the foregoing instrument, and acknowledged that they signed, sealed, and delivered the same as their act and deed, on the day, and for the uses and purposes therein mentioned.

Given under my hand and seal, this 28th May, 1834.

WOODSON WREN, *J. P.* [L. S.]

STATE OF MISSISSIPPI, *Adams county:*

I, Fleming Wood, clerk of the probate court for the county aforesaid, do hereby certify, that Woodson Wren, whose proper signature is subscribed to the above acknowledgment, is, and was at the time of his subscribing the same, *as* justice of the peace in and for said county, duly elected, commissioned, and qualified as such, and that all his acts *are* as justice of the peace, are entitled to full faith and credit.

Witness my hand and official seal, this 28th day of May, 1834.

[SEAL.] F. WOOD, *Clerk.*

THE STATE OF MISSISSIPPI, *Claiborne county:*

I, Lucas Gee, clerk of the probate court in and for the county and State aforesaid, do hereby certify the within release from E. P. Fourniquet and wife, to John Perkins, are truly recorded in my office, in book N, No. 13, pages 566, 567.

Given under my hand at the town of Port Gibson, this 31st day of May, 1834.

LUCAS GEE, *Clerk,*
By WM. GEO. RENAND, *Deputy Clerk.*

STATE OF LOUISIANA, *parish of Concordia, ss:*

I, George W. Keeton, judge of the said parish, duly commissioned and qualified, do hereby certify and attest, unto all whom it doth or may concern, that Harriet J. Bynum, wife of Edward P. Fourniquet, and Edward P. Fourniquet, and John Perkins, personally appeared before me, and acknowledged that they signed and sealed the foregoing instrument of writing as and for their proper act and deed, to the due execution thereof an act being requested, the same under my seal of office to serve, and as occasion may require.

Done and passed at my office, in the town of Vidalia, on this thirtieth day of January, A. D. eighteen hundred and thirty-seven.

[SEAL.] G. W. KEETON, *Parish Judge*.

STATE OF LOUISIANA, *parish of Concordia, ss:*

I certify the within instrument of writing to be duly recorded in my office, in book "H," at pages 21 and 22.

In testimony whereof, I have hereunto set my hand and the seal of my office, at Vidalia, this 30th January, A. D. 1837.

[SEAL.] G. W. KEETON, *P. Judge*.

Deed of conveyance of Benjamin S. Bynum and Mary C. Bynum, to John Perkins.

This indenture, made this first day of April, in the year of our Lord one thousand eight hundred and twenty-nine, between Benjamin S. Bynum, at present of the county of Claiborne, and State of Mississippi, and Mary C. Bynum, his sister, of the Briers, near Natchez, in the county of Adams and State aforesaid, two of the heirs and legal representatives of the estate of the late Benjamin Bynum, of the parish of Concordia, Louisiana, deceased, of the first part; and John Perkins, of the Briers, in the county and State aforesaid, of the second part, witnesseth: That for and in consideration of the sum of one thousand dollars, by the said party of the second part to the said party of the first part in hand paid, before the sealing and delivery of these presents, the receipt of which the said party of the first part do hereby acknowledge, and themselves to be therewith fully paid and satisfied. The said party of the first part hath bargained and sold, aliened and enfeoffed, and by these presents, doth give, grant, bargain, and sell, alien, enfeoff, release, convey, and confirm, unto the said party of the second part, his heirs and assigns, all the estate, right, title, interest, claim, and demand, in and to a certain undivided tract of land, situate, lying, and being in the parish of Concordia and State of Louisiana, on Lake Concordia, adjoining lands on one side of William Blunt, esq., and lands on the other belonging to the heirs of the late Philip Hill, deceased, containing one thousand and forty acres, be the same more or less; which said undivided interest and claim of land amounts to one-half of the aforesaid tract of land situated as aforesaid, which the said party of the first part conveys and confirms unto the said party of the second part, his heirs and assigns, together with all and singular the buildings, improvements,

ways, waters, water-courses, rights, numbers, privileges, advantages, and appurtenances thereto belonging, or in anywise appertaining; and all the estate, right, title, and interest, trust, property, claim, and demand whatsoever, at law and in equity, of them, the said party of the first part, of, in, and to the same; to have and to hold the said herein described premises, with the appurtenances thereunto belonging, unto the said party of the second part, his heirs and assigns, to the only proper use of the said party of the second part, his heirs and assigns, forever.

In testimony whereof, the parties aforesaid have hereunto set their hands and affixed their seals the day and year first above written, one granting, and the other at the same [time] acccepting by these presents.

BENJ. S. BYNUM, [L. S.]
MARY C. BYNUM, [L. S.]
JOHN PERKINS. [L. S.]

Signed, sealed, and delivered in presence of—
JOHN P. FURNESS,
JNO. D. SMITH.

STATE OF LOUISIANA, *parish of Concordia, ss:*

Before me, George S. Guion, judge of the said parish, personally came and appeared John P. Furniss, of Adams county, State of Mississippi, and being duly sworn, he declares and says, that he was present and did see Benjamin S. Bynum, Mary C. Bynum, and John Perkins, execute the foregoing instrument of writing the day and year therein mentioned; and that he, this deponent, and John D. Smith signed their names thereto as witnesses in attestation thereof.

JOHN P. FURNISS.

Sworn to and subscribed this 30th of May, 1829.

GEORGE S. GUION,
Parish Judge.

STATE OF LOUISIANA, *parish of Concordia, ss:*

I certify that the foregoing deed has this day been duly recorded in my office, in book E, at pages 361, 362.

In testimony whereof, I do hereunto set my hand and the seal of my office, this 2d of June, A. D. 1829.

[SEAL.] GEORGE S. GUION, *Parish Judge.*

Deed of conveyance from John Perkins to Benjamin S. Bynum.

This indenture, made and entered into this first day of May, in the year of our Lord one thousand eight hundred and twenty-nine, between John Perkins, of the county of Adams and State of Mississippi, of the one part, and Benjamin S. Bynum, of the county of Claiborne, State aforesaid, step-son to me, the said John Perkins, of the second part, witnesseth: That the said party of the first part, for and in consideration of the natural love and affection which he hath for the said party of the second part, and other good and sufficient causes and considera-

tions him hereunto moving, hath given, granted, aliened, released, and confirmed, and by these presents doth give, grant, alien, release, and confirm, unto the said party of the second part, his heirs and assigns, all that plantation called Long Branch, being that tract or parcel of land situate in the county of Claiborne and State of Mississippi, on the Bayou Pierre, and bounded as follows, to wit: on the north by lands of William R. McAlpine; on the west by lands owned by John G. Singleton and the said party of the first part; on the south by the Bayou Pierre; and on the east by lands unknown: being part of the lower half of Lyman's Mandamus, and purchased by the said party of the first part from John Patterson and wife, and Richard Gaines and wife, and more particularly described in a survey made by William Davis, dated February 23d, 1829, and hereunto annexed, containing, by estimation, nine hundred and twenty-four acres, be the same more or less. To have and to hold the above described tract and parcel of land, together with all and singular the privileges and appurtenances thereunto belonging, unto the said party of the second part, his heirs and assigns, to the only proper use and behoof of him and them forever: provided always, notwithstanding, nevertheless, and upon the following conditions, to wit: that in case the said party of the second part shall die without lawful issue, this deed shall operate as a conveyance of the premises herein described to Mary C. Bynum and Harriet J. Bynum, sisters of the said Benjamin S. Bynum, and their children, to the exclusion of all others; and if the said Mary and Harriet shall also die without issue, then to John and William Perkins, the sons of the said party of the first part: and provided, also, that if the said party of the second part, from any misapprehension, or with any view whatever, shall be induced to prefer any claim against the said party of the first part for any matter or thing whatever up to or previous to this time, then this deed shall be void; and it is further understood and provided, that if the said party of the second part wishes to sell or dispose of the said tract of land, he shall have full power and authority to do so, provided he vests the purchase money in other real estate, subject to the foregoing conditions and provisions; and the said party of the first part, for himself, his heirs, &c., the said tract of land and premises, with the appurtenances thereunto belonging, unto the said party of the second part, his heirs and assigns, (subject to the foregoing conditions, limitations, and provisors,) against himself, and all persons claiming by, through, or under him, will warrant and forever defend, but against the claim or claims of no other persons whatever.

In testimony whereof the said John Perkins hereto set his hand and affixed his seal the day and year first above written.

JOHN PERKINS [L. S.]

In the presence of—
JOSEPH SMITH,
JAMES NOALEN.

[For Plat see original, p. 103.]

STATE OF MISSISSIPPI,
Claiborne county, ss:

I, William Davis, county surveyor of the county aforesaid, do certify, that I have surveyed for John Perkins, esq., in the Lyman Mandamus, a tract of land containing nine hundred and twenty-four superficial acres, which survey the foregoing plat truly represents.

Given under my hand, at Port Gibson, this 23d day of February, A. D. 1829.

WM. DAVIS, *Co. Surveyor.*

STATE OF MISSISSIPPI,
Adams county:

John Perkins personally appeared before the undersigned, justice of the peace in and for said county, and acknowledged that he signed, sealed, and delivered the annexed instrument for the purposes therein mentioned.

Witness my hand and seal, this 28th May, 1829.

JAMES CARSON, *J. P.*

Received for record June 8th, 1829, and truly recorded.

WM. DAVIS, *Clerk.*

THE STATE OF MISSISSIPPI,
County of Claiborne, ss:

I, Frederick J. Poor, clerk of the probate court in and for said county, do hereby certify, that the foregoing transcript contains a true copy of a deed from John Perkins to Benjamin S. Bynum, as the same appears of record in my office in book K, pages 444, 445, 446, and 447.

Given under my hand and seal of office, at Port Gibson, this 23d day of November, A. D. 1844.

[SEAL.]

FRED'K J. POOR, *Clerk.*

STATE OF MISSISSIPPI,
County of Claiborne:

I, William M. Randolph, judge of the probate court of the county of Claiborne, in the State of Mississippi, do certify, that the annexed certificate and attestation by Frederick J. Poor, who is clerk of said court, are in due form of law.

Given under my hand and seal, this 24th day of November, A. D. 1844.

WM. M. RANDOLPH, [SEAL.]
Judge probate court, Claiborne county, Miss.

THE STATE OF MISSISSIPPI,
County of Claiborne, ss:

I, Frederick J. Poor, clerk of the probate court in and for said county, do hereby certify, that William M. Randolph, whose name is signed to the certificate above written, is, and was at the time of signing

the same, judge of the probate court aforesaid, duly commissioned and qualified according to law, and that full faith and credit are and ought to be given to his official acts as such.

Given under my hand and seal of office, at Port Gibson, this 25th day of November, A. D. 1844.

[SEAL.]

FRED'K J. POOR, *Clerk*.

Deed of conveyance from John Perkins to Mary C. Bynum.

This indenture, made this first day of May, in the year of our Lord one thousand eight hundred and twenty-nine, between John Perkins, of the county of Adams, and State of Mississippi, of the one part, and Mary C. Bynum, step-daughter of the said John Perkins, of the second part, witnesseth, that the said party of the first part, for and in consideration of the natural love and affection which he hath to the said Mary C. Bynum, and other good and sufficient causes and considerations him thereunto moving, hath given, granted, aliened, released, and confirmed, and by these presents doth give, grant, alien, release, and confirm, unto the said party of the second part, her heirs and assigns, all that tract or parcel of land situated in the county of Claiborne, and State aforesaid, on the Bayou Pierre, in the lower half of what is called Lyman Mandamus, being six-eighths of an undivided tract of one thousand acres, devised by John Hartley to his wife, and by her to her eight grand-children; six shares of which the said party of the first part holds by purchase from John Pattison and wife, and James Barland and wife, and which will more fully appear by reference to the records of Claibourne county; the said tract being the same heretofore known by, and commonly called the "Grandmother" or "Island" tract, and now called by the grantor "Mount Airy," and contains about seven hundred and fifty acres, more or less. To have and to hold the above described tract or parcel of land, together with all and singular the privileges and appurtenances thereunto belonging, unto the said party of the second part, her heirs and assigns, to the only proper use and behoof of her and them forever: provided always, nevertheless, notwithstanding, and upon the following condition, to wit, that in case the said party of the second part shall die without issue, this deed of conveyance shall operate as a conveyance of the premises herein described to Benjamin S. Bynum and Harriet J. Bynum, brother and sister of the said Mary, and their children, to the exclusion of all others; and if the said Benjamin and Harriet shall also die without issue, then to John and William Perkins, the sons of the party of the first part: and provided, also, that if the said party of the second part, from any misapprehension, or with any view whatsoever, shall be induced to prefer any claim against the said party of the first part for any matter or thing whatever up to or previous to this time, then this deed of conveyance shall be void; and it is further understood and provided, that if the said party of the second [part] wishes, at any time, to sell or dispose of the said tract or parcel of land, she shall have full power and authority to do so, provided she vests the purchase money in other real estate, subject to the foregoing conditions

and limitations; and the said party of the first part, for himself, his heirs, &c., the said tract of land and premises, with the appurtenances thereunto belonging, and all right, title, and interest in the same, unto the said party of the second part, her heirs and assigns, (subject to the foregoing conditions, limitations, and provisoes,) against himself and all [persons] claiming by, through, or under him, will warrant and forever defend; but against the claim or claims of no other persons whatever.

In testimony whereof, the said John Perkins hath hereunto set his hand and affixed his seal the day and year first above written.

JOHN PERKINS. [L. S.]

Signed, sealed, and delivered, in the presence of—
JOSEPH SMITH,
JAMES NOALEN.

STATE OF MISSISSIPPI, *Adams county:*

John Perkins personally appeared before the undersigned, justice of the peace in and for said county, and acknowledged that he signed, sealed, and delivered the annexed instrument for the purposes therein mentioned. Witness my hand and seal this 28th May, 1829.

JAMES CARSON, *J. P.*

Received for record June 8th, 1829, and truly recorded.

WM. DAVIS, *Clerk.*

THE STATE OF MISSISSIPPI,
Claiborne county, ss:

I, John Wetherall, clerk of the probate court in and for said county, do hereby certify, that the foregoing transcript contains a true copy of the deed from Jno. Perkins to Mary C. Bynum, as the same appears of record in my office, recorded in book K, pages 442, 443, and 444. Given under my hand and seal of office, this the 14th day of January, A. D. 1839.

JNO. WETHERALL, *Clerk.*
By J. L. WESTON, *D'y clerk.*

Deed of conveyance from John Perkins to E. P. Fourniquet.

Know all men by these presents, that I, John Perkins, late of the county of Adams, and State of Mississippi, now of the parish of Concordia, Louisiana, for and in consideration of the love and regard I have for my step-daughter, Mrs. Harriet J. Fourniquet, late Harriet J. Bynum, as well for the further consideration of the sum of one dollar, to me in hand paid by Mr. Edward P. Fourniquet, the husband of my said step-daughter, the receipt whereof I do hereby acknowledge, have remised, released, and by these presents, for myself and my heirs, do remise, release, and forever quit-claim, unto the said Edward P. Fourniquet, his heirs and assigns forever, all the right, title, interest, property, estate, and demand which I, the said John Perkins, have in and to a certain piece or parcel of land, lying and being in the county of Claiborne, and State of Mississippi, in what is usually called Lyman's Man-

damus, being a part of the undivided interest purchased by the said John Perkins of a certain John Burnam, his wife , late Hartley, which they had in and to a certain tract of one thousand acres, originally belonging to John Hartley, jun'r, deceased, adjoining lands of the late B. S. Bynum, deceased. To have and to hold the said premises, with all the privileges and appurtenances, unto him, the said Edward P. Fourniquet, his heirs and assigns, forever; so that neither I, the said John Perkins, nor any other person or persons in my name or behalf, shall or will hereafter claim or demand any right, or title, to the premises aforesaid, or any part thereof; but they and every [of] them shall by these present be excluded and forever barred. And Mrs. Zilpha Perkins, wife of the said John Perkins, in her own right, by these presents, hereby relinquishes all her right, title, interest, claim, and demand whatever. In witness whereof they have hereunto set their hands and seals, this twenty-fifth day of December, in the year of our Lord one thousand eight hundred and thirty-three.

JOHN PERKINS, [L. S.]
Z. PERKINS. [L. S.]

Acknowledged in the presence of—

STATE OF MISSISSIPPI,
Adams county:

Personally appeared before me, William B. Melville, a justice of the peace in and for said county, the above named Zelpha Perkins, wife of the above named John Perkins, who being examined separate and apart from her husband, acknowledged that she signed, sealed, and delivered the foregoing deed of gift on the day and year above mentioned, as her voluntary act and deed, without any fear, threats, or compulsion of her husband, whereby she relinquishes her right and title to the premises herein mentioned. Given under my hand and seal, at the city of Natchez, this 24th day of March, A. D. 1834.

WM. B. MELVIN, *J. Peace*. [L. S.]

STATE OF MISSISSIPPI,
Claiborne county:

John Perkins, whose name is subscribed to the within deed of gift, came personally before the undersigned justice of the peace, in and for said county, and acknowledged that he signed, sealed, and delivered the within deed of gift on the day therein mentioned, and for the purposes expressed, as his voluntary act and deed. Given under my hand and seal, this 17th day of May, A. D. 1834.

JAMES H. MAURY, *J. P.* [L. S.]

Received for record, 17th May, 1834, and truly recorded.

LUCAS GEE, *Clerk*.

STATE OF MISSISSIPPI,
Claiborne county:

John Wetherall, clerk of probate court, in and for Claiborne county, does certify, that the foregoing transcript [is] a true copy of the deed from

John Perkins to Edward P. Fourniquet, as the same appears of record in my office; recorded in book N, pages 526, 527, and 528. Given under my hand and seal of office, this the 14th day of January, A. D. 1839.

JNO. WETHERALL, *Clerk*.
By J. L. WESTON, *D'y Clerk*.

And afterwards, to wit, on the 23d day of April, A. D. 1845, the complainants, by their counsel, filed the following replication:

Circuit court U. S. for La., to April term, 1845.

FOURNIQUET and Wife, and
EWING and Wife,
vs.
JOHN PERKINS.

The replication of E. P. Fourniquet and his wife, and Ewing and wife, to the answer of John Perkins to the bill of complainants:

These repliants, saving and reserving to themselves all and every exception to the manifold insufficiencies of the said answer, for replication thereto, say:

That they will aver and prove their said bill to be true, certain, and sufficient in law to be answered unto; and that said answer is uncertain, untrue, and insufficient to be replied unto, without this, &c., &c. All which matters and things repliants are, and will be, ready to aver and prove, as this honorable court shall direct; whereto, as heretofore, they pray, &c.

JOHN HENDERSON,
Sol. for Complainants.

And on the same day the following entry was made at the rules:

April 23d, 1845.

FOURNIQUET and Wife, and
EWING and Wife,
vs.
JOHN PERKINS.
1268.

The complainants, by their counsel, J. Henderson, esq., this day by leave of the court filed their replication, nunc pro tunc; whereupon commissions are opened to take testimony under the rules.

And afterwards, to wit, on the 30th day of June, 1845, the following entry was made of record:

FOURNIQUET and Wife, and
EWING and Wife,
vs.
JOHN PERKINS.

On motion of R. N. and A. N. Ogden, esquires, counsel for defendant, it is ordered that H. S. Eustis, residing in Natchez, State of Mississippi, be appointed commissioner to take the testimony of Samuel Davis, Jefferson Beaumont, Thomas Alexander, Alvarez Fisk, J. P. Walworth, L. R. Marshall, and Thomas Alexander, and Richard M. Gaines.

And afterwards, to wit, on the 9th day of July, 1845, the following was entered of record:

E. P. FOURNIQUET et Ux., and
M. W. EWING et Ux.,
vs.
JOHN PERKINS.

On filing the petition of defendant, John Perkins, by his solicitors, R. N. and A. N. Ogden, praying to have H. S. Eustis, esq., of Natchez, Mississippi, appointed a commissioner in this case to take the testimony of Thomas Henderson, it is ordered that the prayer of petitioner be granted, appointing H. S. Eustis, esq., aforesaid, a commissioner in this case, to take the testimony of Thomas Henderson.

And afterwards, to wit, on the 12th day of December, 1845, the following motion and order was entered of record:

E. P. FOURNIQUET et Ux., and EWING et Ux.,
vs.
JOHN PERKINS.

On motion of Grimes & Ogden, esqs., solicitors for defendant, and on suggesting to the court that they have prepared an amended answer of defendant, John Perkins, and wish to file the same herein by leave of the court, it is therefore ordered that the complainants, E. P. Fourniquet and wife, and M. W. Ewing and wife, show cause, if any they can, on Saturday, the 20th instant, at 10 o'clock, A. M., why defendant, John Perkins, should not be allowed to file said amended answer.

Upon a copy of the foregoing rule the marshal made the following return:

"Rec'd 13th December, 1845, and on the same day, not being able to find the complainants, or the solicitor of complainants, I posted a copy of the within rule on the door of the court house of the United States court in New Orleans.

"J. P. WALDEN, *Dep. marshal,*
"For W. F. WAGNER, *Marshal.*

And afterwards, to wit, on the 20th December, 1845, the following entry on the minutes was made of record:

E. P. FOURNIQUET et Ux., EWING et Ux.,
vs.
JOHN PERKINS. } 1,268.

The rule taken herein by defendant upon complainants, to show cause why he should not be allowed to file an amended answer in this cause, was, on motion, continued until Monday morning, 10 o'clock, A. M.

And afterwards, to wit, on the 10th day of January, 1846, the following interlocutory decree was entered of record:

E. P. FOURNIQUET et Ux. and al.,
vs.
JOHN PERKINS. } 1,268.

The motion herein made on the part of defendant upon complainants,

to show cause why he should not be allowed to file an amended answer in this cause, having been argued and taken under advisement at a former day of this court, and the court having maturely considered the same, doth now order, adjudge, and decree, that said motion be made absolute, and that defendant be allowed to file his amended answer, which is now filed.

And on the same day the defendant, by his counsel, filed the following amended answer:

E. P. Fourniquet and Wife, and Martin W. Ewing and Wife,
vs.
John Perkins.

In the circuit court of the United States for the fifth circuit and eastern district of Louisiana:

The amended answer of the defendant, John Perkins, to the bill of complaint and discovery of the said complainants.

This respondent shows that, on or about the 15th day of December, 1838, the said complainants, E. P. Fourniquet and wife, did institute a suit in the court of probates in and for the parish of Concordia, in the State of Louisiana, against this respondent, charging the accounts rendered by respondent to the probate court of the parish of Concordia of his administration of the estates of Mary Bynum and Benjamin Bynum, the father and mother of the said complainant, Harriet, to be illegal and unjust, and null and void; and also charging that the receipt and acknowledgment executed by the said Harriet Fourniquet and her husband, E. P. Fourniquet, on the 27th of May, 1834, and again acknowledged by them on the 30th day of January, 1837, was by them so executed and acknowledged in ignorance and error of their rights, and in ignorance of the mal-administration as by them in said suit charged on this respondent; that in the aforesaid suit they also prayed that your respondent should be compelled to render them an account of his administration of the aforesaid estates of their father and mother, and in default thereof should be condemned to pay them fifty thousand dollars, as due the said Harriet for her portion, and ten thousand dollars for her share of the portion of her deceased brother, Benjamin Bynum. This respondent shows that the accounts aforesaid, and the receipt and acknowledgment aforesaid, are the same referred to by the complainants in their bill of complaint in this case, and that the justice and legality of the said accounts, and the validity of, and legality of the said receipt and acknowledgment, under all the circumstances under which it was given, are the matters directly at issue between this respondent and the said E. P. Fourniquet and Harriet, his wife, in the aforesaid suit; that the said suit was duly and regularly transferred for trial and judgment upon all matters in issue therein to the district court of the ninth judicial district of the State of Louisiana, held in and for the said parish of Concordia, when and where such proceedings and pleadings were had,

and such issue joined, as embraced the whole matter of the said accounts, and the said receipt and acknowledgment; and that, in the further due and lawful proceedings in said suit, and upon final hearing thereof, judgment was rendered in favor of this respondent upon all the matters in issue therein; all which will appear by a transcript of the record of the proceedings in the said suit, duly authenticated, which is hereto annexed and exhibited, and made part hereof; which said judgment is final and conclusive between the said parties. And this respondent here pleads and sets up the same as a full and complete bar to all the matters and things set forth and complained of in the complainants' bill, and prays that he may have the benefit thereof as such. And this respondent, in support of his said plea in bar, denies all the fraud and concealment, collusion and circumvention, set forth and charged in the complainants' bill, and avers that the said judgment was rendered after a fair, and a full, and complete investigation and hearing of all the evidence adduced by the said complainants touching the accounts and administration of the said estates by this defendant, and touching the fairness, validity, and legality of the said receipt and acknowledgment; and that this respondent is entitled to the full benefit thereof as a bar to the said complainants' bill; and that there exists no just reason, in law or equity, why he should not have the full benefit thereof. Wherefore respondent prays that, for this cause, the complainants' said bill may be dismissed, and that he may recover his costs to be taxed.

R. N. &. A. N. OGDEN,
Solicitors for defendant.

John Perkins, the defendant, being duly sworn, doth depose and say, that all the matters and things set forth in the foregoing amended answer are true.

JNO. PERKINS.

Sworn to and subscribed before me this 5th Dec'r, 1845.
O. P. JACKSON, *Judge*.

Transcript of record, from the 9th district court, parish of Concordia, of the suit of E. P. Fourniquet and wife vs. John Perkins, annexed to amended answer.

EDWARD P. FOURNIQUET & WIFE
vs.
JOHN PERKINS. } No. 687.

NINTH DISTRICT COURT,
Parish of Concordia, Louisiana.

To the honorable George W. Keeton, judge of the court of probates, in and for the parish of Concordia, State of Louisiana:

The petition of Edward P. Fourniquet, and of his wife, Harriet J. Bynum, by her said husband, herein duly authorized and assisted, residing in Adams county, State of Mississippi, respectfully represents: That, in the year A. D. 1815, Benjamin Bynum died in the parish of

Concordia, State of Louisiana, having at his decease a surviving wife, named Mary Bynum, and four minor children, who were his only heirs, being the issue of his marriage with the said Mary, to wit, Nancy S. Bynum, Mary C. Bynum, Benjamin S. Bynum, and your petitioner, Harriet. That the deceased left, situate in the parish aforesaid, his place of residence, and where his succession was legally opened, and of which he was seized and possessed, being the owner of the same, a plantation cultivated in cotton, situate on Lake Concordia, containing from one thousand to one thousand and forty acres or arpents, more or less. Also the following slaves attached to said plantation, to wit: Will, Lucy, Parker, Claiborne, James, Sucky, Judy, Jane, Elenor, Daniel, Clarissy, Daniel, Miles, Juda, Dinah, Rose, Eliza, Simon, Josiah, Jack, Hannah, Sally, Rachel, Myanla, Sally, Abraham, Polly, Chiney, Frank, Maria, Alexander, Anderson, Milly, Edward, Samuel, Sarah, Peter, Nelly, Nace, Sarah, Cook, Jacob, Wheeler, Lewis, William, Zingo, John, and James, forty-eight in number; and also moveable credits, money, &c., of about the value of four thousand [dollars]; all of which will more fully appear by a public inventory thereof, made on the eighth day of February, A. D. 1816, by John Perkins, then parish judge of said parish. Your petitioners show that, in the month of A. D. 1818, the said John Perkins, who then resided in this parish, and now resides in the parish of Madison, and is made defendant in this suit, did, at the parish aforesaid, (Concordia,) intermarry with the said Mary Bynum, the mother of your petitioner, Harriet, and surviving wife of the said Benjamin Bynum, and did then and there take into his possession all the property inventoried as aforesaid, and its increase; and did administer and manage the same until the 21st day of May, A. D. 1827, and was bound to your petitioner, Harriet, for a just, correct, and faithful administration during that time. That during said period the said property, well managed and conducted, would have produced an average annual crop of three hundred and fifty bales of cotton, the average annual proceeds of which would have been twenty thousand dollars, amounting, for said term of time, to one hundred and eighty thousand dollars. In the one fourth of which sum, or forty-five thousand dollars, the said John Perkins was indebted to your petitioner, Harriet, on the 29th of May, A. D. 1827, as curator ad bona of the said Harriet, and which sum of money he then and now holds in his hands as curator aforesaid. Your petitioner shows, that, during the aforesaid term that the said Perkins had the administration of the aforesaid property, he appropriated the same, and its revenues, to his own use and benefit; that he neither cultivated the plantation, nor made crops upon it, or leased out the same, as he was bound to do, but suffered it to run to waste and decay; and, in the commencement of his said administration, removed from it all the aforesaid slaves attached to it, and belonging to the said heirs of Bynum, and placed them upon his own land, and employed them exclusively for his own use and benefit; and, during the second year of said administration, through his carelessness, suffered the gin house on said plantation, worth five thousand dollars,

to be destroyed by fire; by means of which acts of mal-administration, and others of a like nature, he became liable and bound to pay to your petitioner, Harriet, the sum of forty-five thousand dollars.

Your petitioner shews, that, on the 29th day of May, A. D. 1827, the said Perkins, as curator ad bona aforesaid, rendered to the court of probates of the parish of Concordia a pretended account of his aforesaid administration since the year A. D. 1817, up to that date, of the property of the said minors, Bynum, which account is injurious and unjust to your petitioners, illegal, null and void; injurious and unjust, inasmuch as no detailed statement, account, and proof, of the crops made and revenues accrued, from the aforesaid property during said time, was exhibited by the said Perkins, who merely allowed the said heirs in said pretended account an arbitrary annual supposable average crop, ranging from nothing to eighty-five bales of cotton each year, found at arbitrary prices, but accompanied by no legal proof or voucher whatever. It is further injurious and unjust, in imposing upon your petitioners heavy charges for the expenses of carrying on the aforesaid, for hire of overseers, hands, &c., &c., which expenses were never incurred by said Perkins. It is unjust, in containing erroneous and illegal charges against said heirs of Bynum, for their support, education, &c.; a great part of which charges are unfounded, destitute of proof, and were never incurred. Said account is illegal, null, and void for the foregoing reasons, and also because it was rendered ex parte, without petition, without vouchers or proof, without citation, and without appearance, or without answer of the curator ad lites of said minors. Further shews, that said Perkins, as curator ad bona aforesaid, continued to administer the said property of your petitioner, Harriet, proceeding from the succession of her said father, and also that proceeding from that of her mother, Mary Bynum, who died in the year A. D. 1825, from the aforesaid 29th of May, until the 7th day of April, A. D. 1832, when he presented to the probate court aforesaid a pretended account of his said administration, which account is unjust, illegal, null, and void for all the causes and reasons herein urged against the account of the said curator, rendered on the 29th May, A. D. 1827; and because the said Harriet was not, on the said 7th April, A. D. 1832, nor thereafter, legally emancipated, nor legally represented in said account if emancipated. That said proceedings *was* illegal, null, and void, being conducted without proper parties, without petition, citation, notice, or the appearance of the said Harriet, or of any person legally representing her. That, in the year A. D. 1825, the said Mary Bynum, wife of said Perkins, departed this life, leaving a large amount of property proceeding from the community with her first husband, the said Benjamin Bynum; and also the following property, then situate in the parish of Concordia, now situate in the parish of Madison, and now in the possession of said Perkins, belonging to the community between her and the said John Perkins, and of which the said Perkins never caused an inventory or appraisement to be made, to wit: 1st. 640 acres of land purchased by said Perkins of Samuel Gustine, Dec. 2, A. D. 1819, as per record of

said act of sale in the office of the parish judge of the parish, in book C, pages 479 and 480. 2d. 1,800 acres more or less, being three distinct tracts, purchased by said Perkins the 1st March, A. D. 1820, of Gamaliel Pease, as per record of act of sales as aforesaid, in book C, pages 319 and 320. 3d. 500 acres, purchased of Wm Collins, 6th March, 1820, by said Perkins, as per record of sale, book C, pages 370, 371, and 372. 4th. 640 acres, purchased of C. Pettibone, curator of said Perkins, Dec. 16, 1818, as per record book C, pages 220, 221. 5th. Of James Watson, curator of the estate of Charles Patterson, a tract of land containing acres, purchased by said Perkins 6th September, 1820, as per record book C, pages 459 and 460. 6th. Entered by said Perkins, $516\frac{81}{100}$ acres, Dec. 27, 1821, as per record book B, No. 281. Also all the negroes in the possession of said Perkins, being one hundred and twenty-five in number, deducting from this number those being in his possession belonging to the community of Benj. Bynum and wife. Your petitioner shews, that the aforesaid tracts of land are situated on the west bank of the river Mississippi, near Bayou Vidal, and are in the possession of the said Perkins, and either compose, or lie adjacent to, the plantation now in the possession of said Perkins, called Somerset plantation. That the said Mary Bynum had two children by her marriage with said Perkins, named John and William Perkins; and that your petitioner, Harriet, as heir of her mother, is the owner of one undivided twelfth part of all the aforesaid community property, being the same undivided sixth part of the share of her mother as partner in the community with the said Perkins; and, as such, has a right to compel a partition of said property, either in kind or by licitation. Your petitioner shews, that, in his account rendered the 7th April, 1832, the said Perkins did not allow your petitioner, Harriet, for the fruits and revenues of her property proceeding from the succession of her father and mother; and that they, from the 29th May, 1827, to that date, exceeded the expenses of administration by five thousand dollars, in which additional sum the said Perkins was then indebted to her; and that the said Perkins has never rendered or settled any final account of his administration with the said Harriet since her majority or emancipation, if she was ever legally emancipated, which is specially denied. Further shews, that, on the 27th of May, A. D. 1834, your petitioner being ignorant of the facts set forth herein of the mal-administration of the said Perkins, and of the nullities and irregularities above described, gave the said Perkins a receipt acknowledging payment of all dues coming to them from the succession of the said Benjamin and Mary Bynum, or Mary Perkins, and released him from all liability in relation to the same, which receipt was given in error; and on the 30th day of January, A. D. 1837, acknowledged in error and ignorance of the above facts before the parish judge of Concordia.

Your petitioner charges said receipt to be null and void for the above reason, and because it was an agreement made in direct contravention and violation of the 355 of the Civil Code, and because the said Perkins had not previously rendered and settled a final account as required by the same article.

In conclusion, your petitioners charge, that they are entitled to inquire into all the accounts herein referred to, and into all the proceedings of the said Perkins in relation to the estate of the said Benjamin and Mary Bynum, and to compel him to render a just and full account of his doings and administrations upon the same, and to force a partition of the community property of the Perkins and his wife Mary Bynum. Wherefore, petitioners pray that this petition may be duly served upon the said John Perkins, curator ad bona to the said Harriet, and that he be cited to answer in the delay of the law; that your petitioner Harriet be recognised as the daughter of and heir of Benjamin Bynum and Mary Bynum, deceased, and be put in possession of her virile portion of their succession as heir, as set forth in this petition; that the said John Perkins be ordered to render, within a delay to be fixed by your honor, a full and just account of all his doings, proceedings, and administrations to the said property of the succession of Benjamin Bynum, since the 1st day of September, 1818, the date of his marriage with the said Mary Bynum, and upon the property of the succession of the latter up to this time, or that in default thereof he be adjudged to pay your petitioner the aforesaid sum of fifty thousand dollars; that an inventory and appraisement be made of all the property of the community of said Perkins and his wife Mary Bynum, whether the same be included in the petition or not; that a portion of the same be decreed between the said Perkins and your petitioner Harriet; that this petition be received as an opposition to homologation of the accounts of the said Perkins as curator, dated 29th March, A. D. 1827, and the 7th April, A. D. 1832, for the costs of suit and for general relief in the premises, &c.

D. S. STACEY, *Att'y for pet'r.*

PARISH OF CONCORDIA, *Court of probates:*

Having examined the within petition, it is ordered that Harriet J. Bynum, wife of Edward P. Fourniquet, be recognised as the legitimate daughter and heir of Benjamin and Mary Bynum, deceased, and that she be put in possession of her virile share as heir of their successions. It is further ordered, that the defendant, John Perkins, render to this court, within forty days after service of this petition and order, a full account of his administration in relation to the succession of the said Benjamin Bynum and Mary Bynum, or Mary Perkins.

G. W. KEETON, *Parish judge.*

15 December, 1838. Filed 15 December, 1838.

G. W. KEETON, *P. judge.*

In the probate court of the parish of Concordia, State of Louisiana.

EDWARD P. FOURNIQUET, and his wife HARRIET J. BYNUM,
vs.
JOHN PERKINS.

The defendant, John Perkins, residing in the parish of Madison,

cited to answer the petition of the said Edward P. Fourniquet and Harriet, his wife, now comes into court by his counsel; and first, for exception to the said petition, this respondent denies the right of the plaintiffs to have and maintain their action on the following grounds, viz :

1st. Respondent excepts to the said petition on the grounds it embraces two distinct and separate causes of action, in regard to one of which the plaintiffs are solely and exclusively interested as parties, while in regard to the other the plaintiffs are jointly interested with individuals who are not parties on the record, and that therefore the action to compel respondent to account as curator ad bona of the plaintiff cannot be united with the action of partition as set forth in said petition.

2d. Respondent excepts to that part of the said petition demanding a partition of property alleged to have belonged to the community which existed between respondent and the mother of the petitioner Harriet, on the following grounds:

1st. That the petition itself discloses that there are other co-heirs with the said Harriet, who are equally interested in said partition, who are not made parties to this suit.

2d. That the children of this respondent, John Perkins and William Perkins, who are all minors, are interested in said partition; that your respondent's interest, adverse to that of his said minor children then under tutor, ought to have been made a party to the suit.

3d That the plaintiff cannot *cannot* a partition of the community interest alleged to the succession of the mother of said Harriet, separated from the partition of the other property which belong*ing* to her succession; and that a judicial partition has been already made of the succession [of] the father and mother of the said Harriet, to which the said Harriet was legally a party before this honorable court; and that the plaintiffs cannot maintain an action of partition without first annulling the judgment of this court by which a final partition of said succession has been decreed.

Lastly, your respondent excepts to the right of plaintiff to maintain an action against him to compel him to account as curator ad bona, on the ground that the petition itself discloses that an agreement was entered into between the plaintiff and respondent, by which they expressly acknowledged to have received all their share and portion of the said succession, and gave this respondent a full and final discharge from all liabilities resulting from his administration, and that they cannot maintain an action against him for an account without first procuring the said agreement to be annulled by the final judgment of a competetent tribunal in an action of nullity; and this honorable court has no jurisdiction in such case, and respondent excepts to its jurisdiction on that ground. Wherefore respondent prays that the plaintiffs' suit be dismissed at their costs.

A. N. OGDEN, *For respondent.*

And should the foregoing exception be overruled, respondent then answering says, that he is in no manner bound or liable to render any

account as curator ad bona of the said Harriet, and denies generally and specially the allegation in said petition contained, except as hereinafter admitted. Respondent admits the said Harriet was one of the lawful children of Benjamin Bynum and Mary Bynum, and that respondent was appointed curator ad bona of the said Harriet. Respondent avers that he justly and faithfully administered the property of the said Harriet in his capacity aforesaid; that, under the advice and assistance of the mother of said Harriet, with whom respondent intermarried in the month of August, 1818, this respondent endeavored faithfully to discharge the duties incumbent on him in his capacity aforesaid, by bringing up the children of his said wife in a style and manner corresponding with their station in society, and for that object much time, labor, pains, and money were contributed by this respondent to secure to the said Harriet the advantages of education. Respondent shows that, on the 29th day of May, 1827, he exhibited in this honorable court his accounts of administration of the property belonging to the succession of the father and mother of said Harriet, before the partition among the heirs thereof, showing that revenues of said property had not been sufficient to defray the expenses of the maintenance and education of the said children in the manner and style in which they had been raised and educated, and that respondent had expended for [them] the sum of seven thousand three hundred and eighty-eight $\frac{61}{100}$ beyond the revenues of their property; that said accounts were supported by the testimony of the most respectable witnesses, and allowed by the judgment of the court conditionally with the under tutor of the said Harriet, and on examination of the evidence. Which said accounts, and judgments thereon, are of record in your honorable court, and are specially referred to. Respondent further shews, that on the 9th May, 1827, a partition of the property belonging to the said succession was made by a decree of the probate court, and the part and portion of the said Harriet allotted to her; and that on the 7th April, 1832, respondent exhibited to this honorable court his accounts as curator ad bona of the said Harriet, which said accounts were examined and allowed by the court conditionally with the curator ad lites of the said Harriet. Respondent further shews that, in 1829, Benjamin Bynum, the brother of petitioner Harriet, removed her negroes to the State of Mississippi, having first given to this respondent a bond of indemnity. That, in 1830, the said Benjamin died, and the said Harriet became entitled, as heir, to a part of his property in Mississippi. That the said Harriet then selected respondent as her guardian in Claiborne county, State of Mississippi, where her property then was; and respondent, in the month of April, 1833, rendered his accounts to the orphan's court of Claiborne county, showing a balance due to him by said Harriet, all of which accounts aforesaid, rendered by respondent, were approved by the said Harriet after she became of the age of majority and after her marriage; and in the month of May, 1834, the said Harriet and her said husband executed the said agreement, releasing respondent from all further claims arising from his administration of the estates of her father and mother

and her brother, Benjamin Bynum, and on the 13th day of January, 1837, acknowledged the same before the parish judge of Concordia, as will fully appear by said agreement to be produced on the trial. Respondent denies that said discharge was executed in ignorance and error, as now pretended by said plaintiffs, and he now pleads the same as good and legal defence against the present action, and prays that the demand of the plaintiffs be rejected, and they be sentenced to pay the costs of suit.

And for answer to the plaintiff's demand for a partition, should the exceptions to that part of the action be also overruled, respondent answers that, on the 29th May, 1827, a judicial partition of the succession of the father and mother of the said Harriet was made, and that the said Harriet is in possession of the property allotted to her on that plantation, with the exception of a portion which she has since sold. That respondent, in compliance with the wishes expressed by the mother of said Harriet in her last will and testament, which was not valid in law after the said partition, conveyed to the said Harriet and the other children of Benjamin Bynum the property which was allotted by the partition to respondent's two children, John and William, and that they also received *their* portion *with* respondent's two children were entitled to in the share of their mother in the succession of two of the children of Benjamin Bynum, their father, who died after him, and also the portions belonging to this respondent and his two children in the succession of one of the children of this respondent, who died after the mother of said Harriet; and that the said Harriet did then receive more than her legal share of the said successions. Respondent also shews that, after the said partition, he made to each of the children of his deceased wife a donation of a valuable tract of land; that he conveyed, on the 25th December, 1833, to the husband of said Harriet, intended for her, about three hundred and thirty-three acres of land in Claiborne county, Mississippi; and that the said Harriet, and also all the other heirs, have since that time, by a formal act in writing, acknowledged to have received all their share and portion of their mother's estate, and that they cannot now be permitted to demand any other or further portion whatever; and that, if permitted to do so, they are bound to bring back the property they have so received. Respondent denies the existence of the community of property as alleged by the plaintiffs, and avers that all the negroes in his possession at the death of said wife were this respondent's separate property, except those which were divided among the heirs aforesaid, and that he *was* not now in his possession any negroes except such as were purchased or owned by him either prior or subsequent to the marriage aforesaid. Respondent further avers, that the alleged purchases of lands, during the community, were the purchases of unsettled claims to lands, a part of which only have been confirmed and located since the disposition of the community, and that said Harriet, as well as the other heirs, have already received, in the lands given to them by respondent as aforesaid, more than an equivalent for any interest they may have had therein, and that their acknowledg-

ments and relinquishments aforesaid ought now to be a legal and sufficient bar against any such claim on their part. That the tract of six hundred and forty acres, alleged to be community, as purchased from C. Pettibone, is the separate property of respondent, having been purchased by him since the disposition of the community of Israel Loring; that the tract of five hundred and sixteen acres, entered by respondent in 1821, is his separate property, being the back concession of land purchased by respondent in 1806, long prior to his marriage aforesaid. Wherefore, in consideration of the premises, respondent prays that the demand of the plaintiffs be rejected, and that they be sentenced to pay the costs of suit, and for general relief.

A. N. OGDEN, *Att'y for Resp't.*

Filed, 6th February, 1839.

G. W. KEETON, *Parish Judge.*

To the honorable George W. Keeton, judge of the court of probates, in and for the parish of Concordia, State of Louisiana.

EDWARD P. FOURNIQUET and WIFE
vs.
JOHN PERKINS.

The supplemental and amended petition of Edward P. Fourniquet and his wife, Harriet Fourniquet, by her said husband herein authorized and assisted, further discloses that, in the year A. D. 1830, Benjamin Bynum, the brother of your petitioner, Harriet, died intestate, without leaving either descendants or ascendants, and that she is the heir of said Benjamin for the one-third part of his succession, which she hereby accepts under the benefit of inventory. That the said Benjamin was the heir of his father and mother, Benjamin and Mary Bynum, and [as] such entitled to receive the one-fourth part of their successions. That John Perkins administered, as curator ad bona, the property of the said minor, Benjamin, under the appointment from the court of probates of the parish of Concordia; and that the said Perkins never rendered and settled a final account of his administration aforesaid to the said Benjamin, after he arrived at the age of majority. That your petitioners are entitled to have final administration of the property of the said Benjamin rendered by said Perkins, in order that they may receive their distributive share of his succession. Wherefore, petitioners pray that the said John Perkins be ordered to render a full and final account of his administration of the property of Benjamin Bynum, deceased, and they be adjudged to receive their distributive share of the amount that may be found due to the heirs of the said Benjamin, and that in default thereof your petitioner be decreed to recover of the said Perkins the sum of ten thousand dollars, and for general relief in the premises, &c.

D. S. STACY, *Att'y for Pet'r.*

Filed, Feb. 12, 1839.

G. W. KEETON, *P. Judge.*

Probate court, parish of Concordia.

EDWARD P. FOURNIQUET and WIFE
vs.
JOHN PERKINS.

The defendant John Perkins, for exceptions to the supplemental petition filed by the plaintiffs claiming a rendition of accounts by him as curator ad bona of Benjamin Bynum, deceased, pleads the same matters and things set up in the original exception on file, and furthermore excepts that the children of respondent, viz., John and William Perkins, brothers of the half blood of the said Benjamin, should be made parties to this action. And should the exceptions be overruled, for answer to the merits, defendant pleads also the same defence set up in the original answer, and furthermore avers that the said Benjamin was always, during his life, well pleased and satisfied with the administration of respondent of his estate, and did examine and approve the accounts rendered by respondent to this honorable court, and on the 10th day of April, 1829, did execute a final release and discharge in favor of respondent, acknowledging to have received all his share and portion of the estates of his deceased father and mother, and releasing respondent from all liability therefor; and respondent now pleads the same in bar of the present action, and prays that the demand of the plaintiffs be rejected, and that they be condemned to pay the costs of suit, and for general relief. A. N. OGDEN, *Att'y for Resp't*.

Filed, 12th February, 1839. G. W. KEETON, *P. Judge*.

Ninth district court, parish of Concordia, December term, 1840, 10th agreement of parties filed.

E. P. FOURNIQUET and WIFE
vs.
JOHN PERKINS. No.

Ninth district court, parish of Concordia.

E. P. FOURNIQUET and WIFE
vs.
JOHN PERKINS. No.

In this case, transferred by consent from the court of probates, it is agreed between the counsel that all objections as to the manner of issuing and executing commissions to take testimony are waived, and that all evidence which has been taken under commissions returned shall be read in evidence, subject only to such objections as may be made to the legality of the evidence itself.

D. S. STACEY.
A. N. OGDEN.

Filed, 10th December, 1840. W. T. PROUD, *Cl'k*.

E. P. FOURNIQUET and WIFE
vs.
JOHN PERKINS.

On motion of plaintiffs' counsel, ordered, that judgment of non-suit

be entered upon all that part of his petition which prays for a partition of the property of the community of Jno. Perkins and wife.

E. P. FOURNIQUET and WIFE
vs.
JOHN PERKINS.

The following jurors were empannelled and sworn in this case, viz: William Whitney, Solomon B. Stampley, William Mardis, Benjamin F. Glasscock, Elum Bowman, William Dix, Abner Smalley, Nathaniel Green, Jesse Chittenden, Tobias Gibson, Jesse Guice, John Jemison; rendered a verdict for defendant. Jesse Guice, foreman.

E. P. FOURNIQUET and WIFE
vs.
JOHN PERKINS. No. 687.

The court rendered the following judgment: By reason of the law and the evidence, and the verdict being in favor of defendant, it is therefore ordered, adjudged, and decreed, that judgment be rendered in favor of the defendant, and that he recover his costs to be taxed.

Done and signed in open court, this 24th day of December, A. D. 1840. JAMES DUNLAP, *Parish judge, Presiding in district court of Concordia.*

Filed 24th December, 1840. W. T. PROUD, *Clerk.*

STATE OF LOUISIANA, *parish of Concordia, ninth district court:*

I, W. R. C. Vernon, deputy clerk of the district court of the ninth judicial district of the State, and for the parish aforesaid, do hereby certify, that the foregoing, from page one to eight inclusive, composing this record, contain a true and correct copy of the petition, supplemental petition, answer, supplemental answer, agreement of counsel, verdict of jury, judgment, order of court in the suit of Edward P. Fourniquet and Wife vs. John Perkins, No. 687, on file and of record in this court.

In testimony whereof I hereto set my hand as deputy clerk, and the [SEAL.] seal of said court, this fourteenth day of December, A. D. eighteen hundred and forty-four.

W. R. C. VERNON, *Deputy clerk.*

And afterwards, to wit, on the 10th day of January, 1846, the following replication to amended answer was filed by complainants' counsel:

Circuit court United States, fifth circuit, district of Louisiana, in equity sitting:

E. P. FOURNIQUET and WIFE, and M. W. EWING and WIFE,
vs.
JOHN PERKINS.

The replication of E. P. Fourniquet, and Harriet J. Fourniquet, his wife, and Martin W. Ewing, and Ann S. Ewing, his wife, complainants, to the amended answer of John Perkins, the defendant:

These respondents, saving and reserving to themselves all manner of

advantage of exception which may be had and taken to the manifold errors, uncertainties, and insufficiencies of the amended answer of the said defendant, for replication thereunto saith, that they *doth* and will aver, maintain, and prove their original bill in this behalf to be true, certain, and sufficient in the law to be answered unto by the said defendant, and that the said amended answer is very uncertain, evasive, and insufficient in the law to be replied unto by the repliants; without that, that any other matter or thing in the said amended answer contained, material or effectual in the law to be replied unto, and herein and hereby well and sufficiently replied unto, confessed or avoided, traversed or denied, is true; all which matters and things these repliants are ready to aver, maintain, and prove, as the honorable court shall direct, and humbly pray, as in and by the said bill they have already prayed.

JOHN HENDERSON,
Complainants' solicitor.

And afterwards, to wit, on the 20th day of January, 1846, the following was entered of record on the minutes:

E. P. FOURNIQUET et Ux., and EWING et Ux.,
vs.
JOHN PERKINS. } 1268.

On motion of R. N. & A. N. Ogden, esqs., solicitors for defendant, it is ordered, that H. S. Eustis, of Adams county, Mississippi, be, and he is hereby, appointed a commissioner in this case, to take the deposition of Aylett Buckner on interrogatories filed, and that a commission issue to him for that purpose.

E. P. FOURNIQUET et Ux., and EWING et Ux.,
vs.
JOHN PERKINS. } 1268.

On motion of R. N. & A. N. Ogden, esqs., solicitors for defendant, it is ordered, that James H. Vesey, of the parish of Concordia, be, and he is hereby, appointed a commissioner in this case, to take the deposition of B. Hoover, a witness for the defendant, on interrogatories filed, and that a commission issue to him for that purpose.

E. P. FOURNIQUET et Ux., and EWING et Ux.,
vs.
JOHN PERKINS. } 1268.

On motion of R. N. & A. N. Ogden, esqs., solicitors for defendant, it is ordered, that John B. Thrasher, of Port Gibson, Mississippi, be, and he is hereby, appointed a commissioner in this cause, to take the deposition of Dr. James Parker, a witness for the defendant, on interrogatories filed, and that a commission issue to him for that purpose.

And afterwards, to wit, on the 19th February, 1846, the following was entered of record on the minutes:

E. P. FOURNIQUET et Ux., and EWING et Ux.,
vs.
JOHN PERKINS. }

On motion of A. N. Ogden, esq., solicitor for defendant herein, it is

ordered, that Thomas Montgomery, of the parish of Madison, and State of Louisiana, be, and he is hereby, appointed a commissioner herein to take the deposition of Mrs. Mary B. Eskridge, a witness for said defendant, on interrogatories filed.

And afterwards, to wit, on the 21st day of February, 1846, the following was entered of record on the minutes:

E. P. Fourniquet et Ux., et M. W. Ewing et Ux.,
vs.
John Perkins.

On motion of the complainants herein, it is ordered, that Thomas Edwards, clerk of the district court, residing at Vidalia, in the parish of Concordia, be, and he is hereby, appointed a commissioner to take the deposition of Isaac B. Course, Gabriel B. Shields, and Macintosh Williams, witnesses for the complainants, on interrogatories filed.

E. P. Fourniquet et Ux., and al.,
vs.
John Perkins.

On motion of the complainants herein, it is *order*, that Edmund Randolph, clerk of the circuit court of the United States for the fifth circuit, district of Louisiana, be, and he is hereby, appointed a commissioner in this cause, to take the deposition of M. M. Cohen and J. C. Clarke, witnesses for said complainants, on interrogatories filed.

E. P. Fourniquet et Ux., and al.,
vs.
John Perkins.

On motion of the complainants herein, it is ordered, that John Brill, a justice of the peace, residing at Pass Christian, in Harrison county, State of Mississippi, be, and he is hereby, appointed a commissioner in this cause, to take the deposition of John Henderson, Mrs. Elizabeth H. Parker, and Jno. D. Cosby, witnesses for the complainants, on interrogatories filed.

E. P. Fourniquet et Ux., et al.,
vs.
John Perkins.

On motion of the complainants herein, it is ordered, that Thomas Montgomery, of the parish of Madison, be, and he is hereby, appointed a commissioner in this cause, to take the deposition of Mrs. Mary B. Eskridge, a witness for said complainants, on interrogatories filed.

And afterwards, to wit, on the 10th day of March, 1846, the following was entered of record on the minutes:

E. P. Fourniquet et Ux., et al.,
vs.
John Perkins.

On motion of A. N. Ogden, esq., solicitor for defendant, it is ordered that J. C. Patrick be, and he is hereby, appointed a commis-

sioner to take the deposition of H. M. Coffee, a witness for said defendant, on interrogatories filed, and that a commission issue to him for that purpose.

And afterwards, to wit, on the 4th day of June, 1846, the following was entered of record on the minutes:

E. P. FOURNIQUET et Ux., vs. JOHN PERKINS. } 1268.

The trial of this cause being assigned for this day, was, by consent of Jno. Henderson, esq., solicitor for complainants, and Jno. R. Grymes, esq., solicitor for defendant, John Perkins, continued until the first Monday in November next, on which day this cause is assigned for final hearing.

And afterwards, to wit, on the 2d day of November, 1846, the following was entered of record on the minutes:

E. P. FOURNIQUET et Ux., et al., vs. JOHN PERKINS. }

This cause having been specially assigned for this day, at the close of the April term, A. D. 1846, of this court, came the respective parties, complainant and defendant, by their solicitors, John Henderson, esq., appearing for the complainants, and John R. Grymes and A. N. Ogden, esqrs., for the respondent, when said cause was taken up and opened to the court by the complainants, and the further trial thereof continued until the fourth Monday of November, 1846.

And afterwards, to wit, on the 23d day of November, 1846, the following was entered of record:

E. P. FOURNIQUET et Ux., et al., vs. JOHN PERKINS. } 1268.

This cause having been set down on this day for final hearing, came the respective parties, complainants and respondent, by their solicitors, into court; whereupon it was ordered, by consent of both parties, that this cause be, and the same is hereby, continued until the third Monday of December next ensuing, then to be tried by preference over all other causes on the docket.

And afterwards, to wit, on the 21st day of December, 1846, the following was entered of record:

E. P. FOURNIQUET et Ux., and EWING et Ux., vs. JOHN PERKINS. } 1268.

This cause having been set down on final hearing at an adjourned term of April, A. D. 1846, of this court, and continued over, and the hearing thereof specially assigned for this day, said cause was taken up, and the further hearing thereof resumed by the complainants; whereupon it was ordered, that the further hearing of this cause be, and the

same is hereby, continued until to-morrow, the 22d instant, at 10 o'clock, A. M.

And on the 22d December, 1846, the following was entered of record:

E. P. FOURNIQUET et Ux., and EWING et Ux., vs. JOHN PERKINS. } 1268.

The hearing of this cause being resumed this morning on the part of the complainants, proceeded until 3 o'clock, P. M., when the further hearing thereof was on motion ordered to be continued until to-morrow, the 23d instant, at 10 o'clock, A. M.

And on the 23d December, 1846, the following was entered:

E. P. FOURNIQUET et Ux., et EWING et Ux., vs. JOHN PERKINS. } 1268.

The hearing of this cause having been continued until this day, was resumed on the part of the complainant, and the testimony having been closed upon the part of said complainants, the testimony on the part of the respondent was opened, whereupon the further hearing of said cause was, on motion of counsel for both parties, continued until to-morrow morning, the 24th instant, at 10 o'clock, A. M.

Depositions and proof offered in evidence by complainants at the final hearing.

Tax List of the Parish of Concordia.

Extracts from the Tax Rolls of the parish of Concordia, State of Louisiana, from 1818 up to and including 1825.

Estate of.	Number of acres of land.	Value.	Tax.	Number of slaves.	Horses, Mules, &c.	Horned Cattle.	Two-wheeled Carriages.	Calashes.	Total of Tax.
1818.									
Benjamin Bynum -	1,000	$1,000	$6 96	66	15	70	$18 27½	–	$73 11
John Perkins -	400	200	1 40	–	–	–	–	–	1 40
John Perkins -	677	800	5 57	58	12	60	–	–	64 33
1820.									
John Perkins -	3,317	10,000	27 00	120	40	150	–	–	149 70
John Perkins -	300	1,000	2 70	–	–	–	–	–	2 70
John Perkins, land on Lake Concordia -	1,040	2,500	6 75	–	–	–	–	–	6 75
1822.									
John Perkins -	3,317	20,000	42 00	135	35	125	–	–	179 30
John Perkins, lands on Lake Concordia	1,040	3,000	6 30	–	–	–	–	–	6 30
John Perkins -	300	1,200	2 52	–	–	–	–	–	2 52

Tax List—Continued.

Estate of.	Number of acres of land.	Value.	Tax.	Number of slaves.	Horses, Mules, &c.	Horned Cattle.	Two-wheeled Carriages.	Calashes.	Total of Tax.
1823.									
John Perkins -	3,317	$15,000	$22 50	122	30	150	–	–	$146 90
John Perkins, lands on Lake Concordia	1,040	4,000	6 00	–	–	–	–	–	6 00
John Perkins -	300	2,000	3 00	–	–	–	–	–	3 00
1824.									
John Perkins -	3,317	15,000	21 38	125	45	150	–	–	149 23
John Perkins, lands on Lake Concordia	1,040	4,000	5 70	–	–	–	–	–	5 70
John Perkins -	300	2,000	2 85	–	–	–	–	–	2 85
1825.									
John Perkins -	3,317	15,000	19 88	123	48	150	–	–	155 82
John Perkins, lands on Lake St. John -	609	1,200	1 59	–	–	–	–	–	1 59
John Perkins, lands on Lake Concordia	1,040	5,000	6 62	–	–	–	–	–	6 62

STATE OF LOUISIANA,
Parish of Concordia:

I, George C. McWhorter, parish judge in and for the parish of Concordia, State aforesaid, do hereby certify, that the within contains a true and correct transcript from the tax rolls of the years 1818, 1820, 1822, 1823, 1824, and 1825; and I further certify, that I was unable, after diligent search, to find the rolls of 1817, 1819, and 1821.

In testimony whereof, I have hereunto set my official signature, and affixed the impress of the seal of my office, this 30th day of June, 1845.

GEO. C. McWHORTER, [SEAL.]
Parish Judge.

Appointment of Chauncey Pettibone curator of the estate of A. McCormack.

THE STATE OF LOUISIANA,
Parish of Concordia:

Be it remembered, that on the 26th day of October, in the year of our Lord one thousand eight hundred and eighteen, personally before the undersigned, judge of the parish of Concordia, appeared Chauncey Pettibone, curator of the estate of the late Alexander McCormack, de-

ceased, and being duly sworn well and faithfully to administer all and singular the estate of said deceased within the parish aforesaid, which should be shown to him or otherwise come to his knowledge, and that he would rightfully dispose of the same according to law, to the best of his knowledge and judgment.

In testimony whereof, I have hereunto set my hand and seal of said parish, the day and year above written.

EDW'D BROUGHTON,
Judge of the parish of Concordia.

STATE OF LOUISIANA,
Parish of Concordia:

Be it remembered, that Chauncy Pettibone, having executed bond with security conditioned according to law, and having taken the necessary oath faithfully to administer the estate of the late Alexander McCormack, deceased, within the parish of Concordia, who died intestate, is hereby invested with full authority and power faithfully to administer and rightfully to dispose of all and singular the goods and chattels, lands and tenements, rights and credits of the said deceased; to ask, recover, and receive the debts belong[ing] to the estate of said deceased, and to pay the debts the said estate may owe, so far as the property will extend, according to their order and privilege of law.

Given under my hand and seal of office, in the parish aforesaid, this 26th day of October, in the year of our Lord one thousand eight hundred and eighteen.

EDW'D BROUGHTON,
Judge of the parish of Concordia.

STATE OF LOUISIANA,
Parish of Concordia:

I, George C. McWhorter, parish judge, and ex officio recorder of mortgages, &c., do certify, that the foregoing is a true copy from the original, on file and of record in my office.

In testimony whereof I have hereunto set my hand and seal of office, this 28th June, 1845.

GEO. C. McWHORTER,
Parish Judge.

Deed from Chauncey Pettibone, curator, &c., to John Perkins.

This indenture, made and entered into this sixteenth day of December, in the year of our Lord one thousand eight hundred and eighteen, between Chauncey Pettibone, of the city of Natchez, in Adams county, and State of Mississippi, curator of the estate of Alexander McCormac, deceased, of the one part, and John Perkins, late of the parish of Concordia, Louisiana, of the other part, witnesseth: That whereas the said Chancy Pettibone, having duly filed his petition in the office of the judge of the parish of Concordia, in the State of Louisiana, and entered into bond, with approved security, as the law directs, conditioned according to law, and by letters of curatorship duly granted to him, the

said Chancey Pettibone, on the twenty-sixth day of October, in the year of our Lord one thousand eight hundred and eighteen, by Edward Broughton, judge of the parish aforesaid, which said letters of curatorship bear date the same day and year last aforesaid, under hand of the said Edward Broughton, judge of the parish aforesaid, and sealed with the seal of the said parish, as will more fully appear, reference being had to the same: and whereas Benjamin Regan and James Dunlap, freehold inhabitants of said parish, having been duly appointed as the law directs by Edward Broughton, judge of parish aforesaid, appraisers to appraise and set a value on all and singular the estate of the said Alexander McCormack, deceased, an inventory thereof having been previously made and completed in the presence of the said Benjamin R. Regan and James Dunlap, by the said Edward Broughton, judge as aforesaid, did appraise and value all and singular the estate within the time prescribed by law: and whereas the said Edward Broughton, judge of the parish aforesaid, did, on the seventh day of December, in the year of our Lord one thousand eight hundred and eighteen, at the court-house of the parish aforesaid, proceed to the sale of said estate at public auction, the said *sale* having been previously ordered to take effect at the time and place aforesaid, by public notice posted up at the door of the court-house aforesaid for thirty days and upwards ; and the said judge of the said parish having fixed the terms and conditions thereof, to wit, the cash to be paid in hand as soon as the estate should be struck off, the said Edward Broughton, judge as aforesaid, on the day and at the time last aforesaid, to sale, all that certain piece or parcel of land, situated, lying, and being on the west margin of the river Mississippi, in the parish and State aforesaid, adjoining lands of the said John Perkins, about seventy miles above the town of Vidalia, containing six hundred and forty acres, be the same more or less; and the said John Perkins, bidding the sum of one hundred dollars for the same, and no person bidding more, it was therefore struck off to him, the said John Perkins.

Now, therefore, be it known, that Chauncey Pettibone, curator as aforesaid, for and in consideration of the sum of one hundred dollars to him in hand paid by the said John Perkins as aforesaid, according to the condition of the sale as aforesaid, hath given, granted, bargained, sold, and confirmed, and by these presents doth give, grant, bargain, sell, and confim, unto him, the said John Perkins, his heirs and assigns forever, the aforesaid tract or parcel of land, as described and named above, and all the estate, right, title, claim, interest, and demand whatsoever, which the said Chauncey Pettibone, curator as aforesaid, may have, of, in, or to the same, or any part thereof; to have and to hold the aforesaid tract or parcel of land to the said John Perkins, his heirs and assigns, forever, with all the improvements and appurtenances thereunto belonging, or in any way appertaining, as full, clearly, and absolutely, as the said Chauncy Pettibone, curator as aforesaid, could or might have, to sell and convey the same by virtue of his authority aforesaid.

In testimony whereof the said *Petty* Chauncey Pettibone, curator of the estate of the late Alexander McCormack, deceased, hath hereunto set his hand and seal the day and year first above written.

CHAUNCY PETTIBONE, [SEAL.]
Curator of the estate of Alex. McCormack, deceased.

Signed, sealed, and delivered, in the presence of—
EDWARD BROUGHTON,
JOSIAH MORRIS.

THE STATE OF LOUISIANA,
Parish of Concordia:

Be it remembered, that on the sixteenth day of December, in the year of our Lord one thousand eight hundred and eighteen, personally appeared before the undersigned, judge in and for the parish aforesaid, the above named Chauncy Pettibone, curator of the estate of Alexander McCormack, deceased, and acknowledged the foregoing instrument of writing to be his free and voluntary act and deed, for the purposes therein expressed and contained, and desired the same to be recorded as such.

In testimony whereof I have hereunto set my hand, and affixed the seal of my office, the day and year above written.

EDWARD BROUGHTON,
Judge of the parish of Concordia.

Recorded 17th December, 1818.

STATE OF LOUISIANA,
Parish of Concordia:

I, George C. McWhorter, parish judge and ex officio recorder of mortgages, &c., in and for said parish, certify, that the foregoing deed is a true copy from the records of my office.

In testimony whereof I have hereunto set my hand and seal of office, this 30th June, 1845.

[SEAL.]

GEORGE C. McWHORTER,
Parish Judge.

Transcript of record in suit of Israel Loring vs. *John Perkins.*

ISRAEL LORING, vs. JOHN PERKINS. } No. 9.

STATE OF LOUISIANA,
Parish of Concordia, ninth district court:

To the honorable the judge of the seventh judicial district, sitting in and for the parish of Concordia, in the State of Louisiana.

The petition of Israel Loring respectfully represents, that he is possessed of, and claims title to, a tract of land, containing six hundred and forty acres of land, fronting on the river Mississippi, in said parish, about miles above the court-house of said parish, and opposite,

in part, the lower island of the three islands which are situate in the vicinity of, and about eight or ten miles below, Palmyra. That your petitioner claims the same by virtue of a settlement and improvement made by Alexander McCormack, in the year eighteen hundred and three, and continued for several succeeding years; a survey, made by authority of the United States, beginning at a willow on the right bank of said river, running back south fifty-four degrees west, 185 chains, to an ash; thence south 35° east, 63 chains, to a gum; thence north 54° east, 160 chains, to a gum, standing (at the time of the survey) on the bank of said river; thence up, with the meanders of said river, to the beginning, containing one hundred and seventy-nine acres, and bounded at the time of the survey on three other sides by vacant land; which claim was regularly filed in the land office of the United States at Opelousas, reported by the board of commissioners, and confirmed by act of Congress, for the quantity of six hundred and forty acres, and hath been regularly conveyed to your commissioner.

Your petitioner further represents, that he claims, as assignee of said McCormack, another tract of six hundred and forty acres of land in said parish, being the back concession granted by Congress by virtue of said settlement right of said McCormack.

And being so seized and possessed, a certain John Perkins, heretofore, to wit, on the day of , in the year of our Lord one thousand eight hundred and sixteen, by force and fraud, entered upon said several tracts of land, and has enclosed and cultivated a large portion thereof, to wit, the quantity of one thousand acres; and has cut down, wasted, burned, and destroyed the timber found thereon, and taken to himself the rents, issues, and profits thereof, by force and violence, and still continues to do so, although often warned and requested to desist and refrain therefrom by your petitioner. Which said John Perkins your petitioner prays may be made *as* defendant to this petition; that process may be issued against the said John, that he be required to answer this petition, and that judgment be rendered against said John for said land, and for the damages thereby sustained by your petitioner, and for the rents, issues, and profits thereof, and for the costs of this suit, &c.

And your petitioner avers, that he has often demanded peaceably and amicably of said John to deliver to your petitioner the possession of said one thousand acres of land, and reasonable compensation for the damages, rents, issues, and profits aforesaid, to wit, on the day of , in the year of our Lord one thousand eight hundred and twenty, and often afterwards, to wit, at the parish aforesaid; wherefore your petitioner prays, &c.

TURNER, & WALKER, & ADAMS, &
A. W. PUTMAN, & SPRAGUE,
Attorneys for Israel Loring.

Filed 31st October, 1825.

F. S. GIRAULT, *Clerk.*

STATE OF LOUISIANA,
Parish of Concordia:

To John Perkins, greeting:

You are hereby commanded to appear and comply with the prayer of the petition of Israel Loring, or file your answer thereto with the clerk of the district court of the parish aforesaid, at his office in the town of Vidalia, in said parish; if you fail herein, judgment will be rendered against you by default.

Witness the hon. John H. Overton, judge of said court, this 31st day of October, A. D. 1825.

[SEAL.]

F. S. GIRAULT, *Clerk*.

Rec'd 31st of October, 1825, and served by leaving a copy of the petition and of the citation with the defendant, in person, on the 2nd of December, 1825, at half-past 4 o'clock.

W. BYRNES.
Sheriff P. of Concordia.

ISRAEL LORING
vs.
JOHN PERKINS.

DISTRICT COURT, *Parish of Concordia:*

The defendant by his counsel comes into court, and for answer, denies all the material facts and allegations in the plaintiff's petition contained; and prays that said plaintiff may be put on the strict proof thereof. He says that, if the plaintiff has a title, it was obtained by fraud, and the settlement on part of which it is said never was made.

He denies that he is or has been, at any time, in possession of land ever or why the plaintiff's pretended title. Your respondent further answering says, that he claims title under a requête in favor of Stephen Bullock, as will appear by his certificate; that his claim was confirmed by the board of commissioners of the western district of the Orleans Territory, and the land located in its present boundaries long before the existence of the plaintiff's pretended title.

For further answer, if further answer be necessary, your respondent says, that the useful improvements by him made on the land claimed by the plaintiff are worth fifteen thousand dollars; and should the court be of opinion that the plaintiff ought to recover, he prays judgment against the said plaintiff for the value of said improvements.

Your respondent further says, that he purchased of Gamaliel Pease, now deceased, the back concession claimed of him, and that he has the best title thereto; he prays that a copy of this answer, and a citation in warranty, be served on Joseph Dunbar, of Adams county, in the State of Mississippi, as representing the estate of Gamaliel Pease; and, should judgment be rendered against the respondent, that it may at the same time be rendered in his favor for the same amount against the said Dunbar, as administrator of G. Pease.

Your respondent, having fully answered, prays that he may be for-

ever quieted in the possession and title of the land claimed; that judgment be rendered against the plaintiff, and that he pay the costs of these proceedings.

GRIFFITH & QUITMAN.
P. A. ROST,
For the defendant.

Filed 24th March, 1826.

F. S. GIRAULT, *Clk.*

ISRAEL LORING
vs.
JOHN PERKINS.

Concordia district court, November term, 1826.

Joseph Dunbar, cited in warranty as the administrator of the estate of Gamaliel Pease, deceased, by John Perkins, who is sued in said court by Israel Loring, comes into court by his counsel, and for answer denies all the material allegations alleged in petitioner's petition, and prays that he may be put upon strict proof thereof; he says that the title to the back concession sold by Gamaliel Pease in his lifetime to John Perkins is not in said Loring, but was in said Pease in his lifetime, and is now in said John Perkins; and that the same is claimed under the titles and defences set forth in the answer of said Perkins to the petition of said Loring. He therefore prays, that judgment be given against said Loring, and that he be condemned to pay the costs of suit.

H. A. DANGERFIELD,
Attorney for J. Dunbar.

Filed 13th November, 1826.

D. C. MICHIE, *Dep. clk.*

ISRAEL LORING
vs.
JOHN PERKINS.

STATE OF LOUISIANA,
District court of the parish of Concordia:

The clerk of said court will please dismiss the suit in the above case; Judge Perkins will pay you the bill of costs.

Respectfully your ob't serv't,
ISRAEL LORING.

January 12th, 1827.

ISRAEL LORING
vs.
JOHN PERKINS.

STATE OF LOUISIANA,
Parish of Concordia, ninth district court.

I, Thomas Edwards, clerk of said court, do hereby certify, that the annexed and foregoing five pages, inclusive, contain a true and correct

transcript of the original petition, citation, answer of defendant Perkins, answer of Joseph Dunbar, administrator, &c., and order of dismissal, as taken from the record of said suit now on file and of record in said court.

In testimony whereof I have hereunto set my hand, and the seal of said court, this 28th day of June, A. D. 1845.

[SEAL.]

THOS. EDWARDS,
Clerk of said court.

I hereby certify, that Thomas Edwards, esq., whose name and official signature is affixed to the above and foregoing certificate, is, and was at the time of signing said certificate, clerk of the district court for the 9th judicial district, in and for the parish of Concordia, and that said certificate is in due form of law, and that full faith and credit should be given to all his official acts as such clerk.

THO. CURRY, *District Judge 9th district.*

Vidalia, June 28, 1845.

Transcript of record in case of Elihu Hall Bay vs. *John Perkins.*

ELIHU HALL BAY
vs.
JOHN PERKINS.

Pleas before the honorable William B. Shields, district judge of the United States in and for the district of Mississippi, at a district court held at the city of Natchez, at the July term, in the year of our Lord one thousand eight hundred and twenty-two.

Be it remembered, that heretofore, to wit, on the 2d day of June, A. D. 1821, the following writ of capias ad respondendum issued out of the clerk's office of the court aforesaid, in these words and figures, to wit:

DISTRICT OF MISSISSIPPI:

The United States of America, to the marshal of the Mississippi district, greeting:

We command you without delay to take John Perkins, a citizen of the State of Mississippi, if in your district he may be found, and him safely keep, so that you may have his body before the judge of the district court of the United States, at a court to be held at the city of Natchez for the district aforesaid, on the first Monday of July next, to answer to Elihu Hall Bay, a citizen of the State of South Carolina, in a plea of trespass on the case to his damage two thousand dollars, and that he do file his plea or defence with the clerk of said court on or before the meeting of the same, or judgment will be given against him by default. And have you then there this writ.

Witness the honorable William B. Shields, judge of the district aforesaid, at Natchez, the first Monday of December, A. D. 1820, and of the independence of the United States the forty-fifth.

[L. S.]

Issued the second day of June, 1821.

WILLIAM BURNS, *Clk.*

Marshal's return.—Executed 2d June, 1821, and taken James E. Hart as bail. W. M. LEAKE, *Marshal*.

And on the said 2d day of June, A. D. 1821, the said plaintiff, by Turner & Metcalf, his attorneys, filed his declaration herein, against the said defendant, in the following words and figures, to wit:

UNITED STATES OF AMERICA, *District of Mississippi:*

District court, to July term, 1821.

Elihu Hall Bay, a citizen of the State of South Carolina, complains of John Perkins, a citizen of the State of Mississippi, in custody, &c., of a plea of trespass on the case. For that, whereas the said defendant, on the twenty-fifth day of January, in the year of our Lord one thousand eight hundred and nineteen, at the district aforesaid, made his certain note in writing, commonly called a promissory note, his own name being thereto subscribed, the date whereof is the same day and year aforesaid, and then and there delivered the said note to the plaintiff, and thereby promised the plaintiff, on the twenty-fifth day of January, one thousand eight hundred and twenty-one, to pay him [on] his order of attorney one thousand dollars, for value received; by means whereof, and by virtue of the statute in such case made and provided, he, the said defendant, became liable to pay the said plaintiff the said sum of money in said note specified according to the tenor and effect of said note; and, being so liable, the said defendant, in consideration thereof, afterwards, to wit, on the same day and year aforesaid, at the district aforesaid, undertook and faithfully promised the said plaintiff to pay him the said sum of money contained in said note according to the tenor and effect of said note; and whereas, also, the said defendant afterwards, to wit, on the same day and year last aforesaid, in the district aforesaid, was indebted to said plaintiff in the sum of other one thousand dollars, for money by the said defendant before that time had and received to the use of the said plaintiff; and being so indebted, the said defendant, in consideration thereof, afterwards, to wit, on the same day and year last aforesaid, at the district aforesaid, undertook and faithfully promised to pay the said plaintiff the said last mentioned sum of money when he should be thereto afterwards requested. Yet the said defendant, although often requested, the said several sums of money, or any part thereof, to the said plaintiff has not paid, but to pay the same to him the said defendant hitherto has refused, and still does refuse, to the damage of the said plaintiff two thousand dollars; and therefore he brings suit, &c.

TURNER & METCALF, *Att'ys for Pl'ff*.

And the said John Perkins, by Reed & Davis, his attorneys, comes and says, this honorable court ought not to have cognizance or jurisdiction of the said action of the said plaintiff, because he says, at the time when the promises in the said declaration mentioned were supposed to have been made, the said defendant was not a citizen of the State of Mississippi, but a citizen of the State of Louisiana, and continued a

citizen of the said State, to wit, in the parish of Concordia, and continued a citizen of the State and parish aforesaid until since the commencement of the above suit, to wit, the 8th day of June, in the year one thousand eight hundred and twenty-one, and this he is ready to verify; wherefore he prays judgment, if the court here will take cognizance of the said action, &c.

REED & DAVIS, *Attorneys for Defendant.*

THE DISTRICT OF MISSISSIPPI, *to wit:*

Personally appeared before the undersigned, the clerk of the district court for the district aforesaid, John Perkins, and made oath the foregoing plea of him, the said defendant, is true in substance and in fact.

(Signed) JOHN PERKINS.

Sworn to and subscribed before me, this twelfth day of June, A. D. 1821. WM. BURNS, *Cl'k.*

And the plaintiff, by his attorneys, comes and says, that the court ought to take cognizance of the action aforesaid against said defendant, because, he says, that the said defendant, at the time of the commencement of this suit was a citizen of the State of Mississippi; and this he prays may be inquired of by the country.

TURNER & METCALF, *Att'ys for Pl'ff.*

And the defendant doth the like.

REED & DAVIS, *for Defendant.*

Afterwards, to wit, on the 18th day of May, A. D. 1822, the following order to dismiss this suit was filed by the attorney of record for the plaintiff, to wit:

District court of the United States for the Mississippi district.

E. H. BAY
vs.
JOHN PERKINS.

Let this suit be dismissed, and hand me the bill of costs.

E. TURNER, *Attorney for Plaintiff.*

Received clerk's and marshal's fees in the within suit, 18th of May, 1822, of E. Turner, esq. WM. B. HOWELL,
For WM. BURNS, *Clerk.*

Afterwards, to wit, at the July term of said court, A. D. 1822, until which time this suit was legally continued, came the parties aforesaid by their said attorneys, and it is ordered by the court that this suit be dismissed according to order of plaintiff's attorney filed.

UNITED STATES OF AMERICA,
Southern district of Mississippi:
District court U. S.

I, William Burns, clerk of said court, do hereby certify, that the foregoing pages contain as full, true, and complete transcript of the record

and proceedings of the above stated case as the same now remains of record in my office.

In testimony whereof, I have hereunto set my hand and affixed the seal of said court, at Jackson, this 2d day of February, A. D. 1842.

[SEAL.]

WM. BURNS, *Clerk*.

UNITED STATES OF AMERICA,
Southern district of Mississippi:

I, Samuel J. Gholson, district judge of the United States for the State of Mississippi, and presiding judge of the district court of the United States for said district, do hereby certify, that William Burns, whose name is subscribed to the foregoing attestation, was at the date thereof clerk of said court, and that his certificate is in due form.

Given under my hand in the city of Jackson, this third day of February, A. D. 1842.

S. J. GHOLSON.

Appointment of James Watson curator of Charles Patterson, dec'd.

THE STATE OF LOUISIANA, *parish of Concordia:*

Be it remembered, that James Watson having executed bond with security, conditioned according to law, and having taken the necessary oath faithfully to administer the estate of the late Charles Patterson, deceased, within the parish aforesaid, who died intestate, is hereby invested with full power and authority faithfully to administer, and rightfully to dispose of, all and singular the goods and chattels, lands and tenements, rights and credits of the said deceased, to ask, recover, and receive the debts which belong to the estate of said [Patterson,] and to pay the debts the said estate may owe, so far as the property will extend, according to their order and the privilege of the law.

Given under my hand and the seal of my office, this twenty second day of August, in the year of our Lord one thousand eight hundred and twenty.

EDWARD BROUGHTON,
Judge of the parish of Concordia.

THE STATE OF LOUISIANA, *parish of Concordia:*

Be it remembered, that on the twenty-second day of August, in the year of our Lord one thousand eight hundred and twenty, personally, before the undersigned judge of the parish aforesaid, appeared James Watson, curator of the estate of the late Charles Patterson, deceased, and was duly sworn well and faithfully to administer all and singular the estate of said deceased, within the parish aforesaid, which should be shown to him, or otherwise come to his knowledge, and that he would rightfully dispose of the same according to law, to the best of his knowledge and judgment.

In testimony whereof, I have hereunto set my hand and affixed the seal of my office, the day and year above written.

EDWARD BROUGHTON,
Judge of the parish of Concordia:

STATE OF LOUISIANA, *parish of Concordia:*

I, George C. McWhorter, parish judge and ex officio recorder of mortgages, &c., in and for the said parish, certify, that the foregoing is a true copy from the original now on file and of record in my office.

In testimony whereof, I have hereunto set my hand and seal of office, this 30th June, 1845.

[SEAL.] GEO. C. McWHORTER, *Parish Judge.*

Deed from James Watson, curator, to John Perkins.

This indenture, made and entered into this twenty-sixth day of September, in the year of our Lord one thousand eight hundred and twenty, between James Watson, senr., curator of the estate of the late Charles Patterson, of the parish of Concordia and State of Louisiana, deceased, of the one part, and John Perkins, of the parish of Concordia and State aforesaid, of the other part, witnesseth: That whereas the said James Watson, senr., having duly filed his petition in the office of the judge of the parish aforesaid, and entered into bond with approved security as the law directs, conditioned according to law, and by letters of curatorship to him, the said James Watson, senr., duly granted, bearing date the twenty-second day of August, in the year aforesaid, as will more fully appear on reference being had to the same; and whereas James Hinton and James Noulan, good and respectable inhabitants of the parish aforesaid, having been duly appointed as the law directs, by the parish judge of the parish aforesaid, appraisers, to appraise and value all and singular the estate of the said Charles Patterson, deceased, and inventory thereof having been duly made out and completed in the presence of the aforesaid James Hinton and James Noulan, by Joseph Smith, esq., of said parish, the nearest justice of the peace to the residence of said deceased, and returned to the office of the parish judge of said parish, the said James Hinton and James Noulan, being first sworn as the law directs, did appraise and value all and singular the estate aforesaid within the time prescribed by law; and whereas the said parish judge, namely, Edward Broughton, esquire, judge of the parish aforesaid, did, on the twenty-fifth day of September, in the year of our Lord one thousand eight hundred and twenty, at the residence of the late Charles Patterson, proceed to the sale of the said estate at public auction, the said sale having been previously advertised to take place at the time and place aforesaid by public notice posted up at the door of the court-house of said parish, as well as in a newspaper published in Natchez, and also in Port Gibson.

The said parish judge of said parish having fixed the terms and conditions of said sale, to wit, the landed property on a credit of two years, the purchasers to give bond or tacit mortgage with approved security, to secure the payment thereof; the said Edward Broughton, judge as aforesaid, did expose on the twenty-sixth day of September, in the year aforesaid, being the second day of sale of said estate, all the right, title, interest, claim, and demand, in and to a certain plantation and improvements made on a piece of land adjoining lands of John Perkins on the

one side, and lands of Joshua G. Clark and Israel Loring on the other, which he, the said Charles Patterson, deceased, had in his lifetime, being the residence of him, the said deceased, on which the buildings, fields, *fields*, and improvements are situated, with the crop thereon, being also the same piece of land, improvements, and plantation originally commenced, owned, or claimed by a certain John W. Brady, and by him conveyed to Isaac House, and by the said House to the said Patterson in his lifetime; also at the same time and place aforesaid, thirty acres of land adjoining and belonging to the aforesaid plantation and improvements, which he, the said Charles Patterson, in his lifetime, purchased of Joshua G. Clark and Israel Loring; the two pieces, parcels, or tracts of land, containing by estimation more or less, situated, lying, and being in the parish of Concordia and State aforesaid, on Palmyra bayou or Lake Vidal, about five or six miles from the river Mississippi, immediately in rear and adjoining the Somerset establishment at the Mounts, and seventy miles from the town of Vidalia; together with all and singular the rights, liberties, privileges, hereditaments, and appurtenances whatsoever thereunto belonging or in anywise appertaining, and the reversion and remainders, rents, issues, and profits thereof, and all the estate, right, title, and interest whatsoever of him, the said Charles Patterson, at the time of his decease, that at the law and in equity, of, in, to, and out of the said tracts and parcels of land and premises, hereby made, mentioned, and described, the said John Perkins bidding the sum of nine hundred and fifty dollars for the same, and no person bidding more, it was struck off to him, the said John Perkins, for the consideration aforesaid.

Now, therefore, be it known, that I, James Watson, senr., curator as aforesaid, for and in consideration of the sum of nine hundred and fifty dollars, to me secured, to be paid by the said John Perkins as aforesaid, at the time aforesaid, by executing his bond or tacit mortgage with James E. Hart, as security, payable in two years from the date, according to the terms and conditions of said sale set forth as aforesaid, which bond or tacit mortgage bears even date herewith, hath given, granted, bargained, sold, and confirmed, and by these presents doth give, grant, bargain, sell, convey, and confirm unto him, the said John Perkins, his heirs and assigns, forever, the aforesaid pieces, parcels, and tracts of land and premises before named and described, and the estate, right, title, interest, claim, and demand whatsoever, which I, the said James Watson, senr., curator as aforesaid, may have, of, in, or to the same or any part thereof. To have and to hold the said plantation, improvements, tracts, pieces, and parcels of land to the said John Perkins, his heirs and assigns, forever, with all the improvements, privileges, advantages, and appurtenances thereunto belonging or in anywise appertaining, as fully, clearly, and absolutely as I, the said James Watson, senr., curator as aforesaid, could or might have a right to sell and convey the same by virtue of my authority aforesaid.

In witness whereof, the said James Watson, senr., curator of the estate of the late Charles Patterson, deceased, hath hereunto set his hand

and seal the day and year first above written, the said John Perkins at the same time by these presents accepting.

JAMES WATSON, curator of C. Patterson, [L. S.]
JOHN PERKINS. [L. S.]

Signed, sealed, and delivered in the presence of us—
EDW. BROUGHTON,
JAMES BRAY,
GEO. CUSHING.

THE STATE OF LOUISIANA,
Parish of Concordia:

Be it remembered, that on the day of the date hereof, personally before me, the undersigned, judge in and for the parish aforesaid, appeared the within named James Watson, curator of the estate of Charles Patterson, deceased, and John Perkins, and acknowledged the within instrument of writing to be their free and voluntary act and deed, for the purposes therein mentioned, and desired the same to be recorded as such.

Given under my hand this 3d day of November, one thousand eight hundred and twenty.

EDWARD BROUGHTON,
Judge of the parish of Concordia.

Recorded 3d November, 1820.

THE STATE OF LOUISIANA,
Parish of Concordia:

I, George C. McWhorter, judge and ex officio recorder of mortgages, &c., in and for the said parish, certify, that the foregoing is a true copy from the records of my office.

In testimony whereof, I have hereunto set my hand and seal of office, this 28th June, 1845.
[SEAL.]

GEO. C. McWHORTER,
Parish Judge.

Deed from Samuel Gustine to John Perkins.

Know all men by these presents, that I, Samuel Gustine, of the city of Natchez and State of Mississippi, for and in consideration of the sum of forty-three dollars and twenty-four cents, to me in hand paid by John Perkins, of the parish of Concordia and State of Louisiana, the receipt whereof is hereby acknowledged, and am therewith fully satisfied, have granted, bargained, and sold, and do by these presents grant, bargain, and sell, and confirm unto the said John Perkins, his heirs and assigns, forever, all my right, title, interest, claim or demand, in and to a certain piece, parcel, or tract of land, situated, lying, and being in the parish and State aforesaid, in Palmyra bayou, or Lake Vidal, at the head of Somerset bayou, about five miles from the Mississippi, being the same piece, parcel, or tract of land returned by the appraisers of the year eighteen hundred and fourteen, in the name and as the property of Isaac House, for the taxes due on the said land for the year last

aforesaid; and also being the same piece, parcel, or tract of land sold by William Willis, sheriff and collector of taxes for said parish for the year aforesaid, at public sale at the court-house of said parish, on the fourteenth day of January, in the year of our Lord one thousand eight hundred and fifteen, as will more fully and satisfactorily appear by reference to the conveyance on record from Willis, sheriff and collector as aforesaid, to Samuel Gustine, in book C, pages 57 and 58.

The said premises, before mentioned and described, being sold and conveyed by the said Samuel Gustine to the said John Perkins, by virtue of these presents, and in hereby accepts.

In witness whereof the parties aforesaid have hereunto set their hands and seals, this second day of December, in the year of our Lord one thousand eight hundred and nineteen.

SAMUEL GUSTINE, [SEAL.]
JOHN PERKINS. [SEAL.]

Signed, sealed, and delivered, in the presence of—
LEM. P. GUSTINE,
WM. MOORE.

It is hereby agreed, and well understood by and between the parties above, that nothing in the above bargain and sale shall be so construed as to hold the grantor bound for more than a common simple quit claim of his right and title to the premises above described.

Given under our hands, this second day of December, in the year of our Lord one thousand eight hundred and nineteen.

SAMUEL GUSTINE, [SEAL.]
JOHN PERKINS. [SEAL.]

Done in presence of—
LEM. P. GUSTINE,
WM. MOORE.

THE STATE OF LOUISIANA,
Parish of Concordia:

Be it remembered, that on the day of the date hereof, personally, before the undersigned, judge in and for the parish aforesaid, appeared the within named Samuel Gustine, grantor, and John Perkins, acceptor, and acknowledged the within instrument of writing to be their free and voluntary act and deed for the purposes therein mentioned, and desired the same to be recorded as such.

Given under my hand, this eleventh day of January, A. D. 1821.

EDW. BROUGHTON,
Judge of the parish of Concordia.

Recorded 15th January, 1821.

STATE OF LOUISIANA,
Parish of Concordia:

I, George C. McWhorter, judge and ex officio recorder of mortgages, &c., do hereby certify, that the foregoing deed is a true copy from the records of my office.

In testimony whereof, I have hereunto set my hand and seal of office, this 28th , 1845.

[SEAL.]

GEO. C. McWHORTER,
Parish Judge.

Deed from William Collins to John Perkins.

This indenture, made this twenty-sixth day of March, in the year of our Lord one thousand eight hundred and twenty, between William Collins, of the county of Wilkinson, in the State of Mississippi, of the one part, and John Perkins, of the parish of Concordia, State of Louisiana, of the other part, witnesseth: That the said William Collins, for and in consideration of the sum of seven hundred dollars, current money of the United States, to him in hand paid by the said John Perkins, before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and from every part and parcel thereof doth hereby acquit, exonerate, and discharge the said John Perkins, his heirs, executors, and administrators, he, the said William Collins, hath granted, bargained, sold, aliened, enfeoffed, and confirmed, and by these presents doth grant, bargain, sell, alien, enfeoff, and confirm unto the said John Perkins, his heirs and assigns, all that piece, parcel, or tract of land, situated, lying, and being on the waters of the Tensas, in the county of Concordia, State of Louisiana, being the same piece, parcel, or tract of land originally surveyed under the authority of the Spanish government for and in the name of Ezekiel Loe, and since confirmed to him by act of Congress, passed the twenty-ninth day of April, eighteen hundred and sixteen, as will more fully and satisfactorily appear by reference to the records of the land office in Opelousas, and to the certificate of Levin Wails, register of the land office, dated the third day of November, eighteen hundred and seventeen, containing five hundred acres, be the same more or less; which said piece, parcel, or tract of land, was conveyed or transferred by the said Ezekiel Loe to the said William Collins, the execution of which assignment, transfer, or conveyance, was regularly proven before the parish judge of the parish of Concordia on the thirteenth day of December, in the year of our Lord one thousand eight hundred and nineteen, as appears by a notarial certificate of the said parish judge, under the seal of his said office, together with all and singular the buildings, improvements, wood, ways, waters, water-courses, rights, liberties, privileges, hereditaments, and appurtenances whatsoever thereunto belonging, or in anywise appertaining; and the reversions and remainders, rents, issues, and profits thereof, and all the estate, right, title, and interest whatsoever of him, the said William Collins, at law and in equity of, in, to and out of the said piece, or parcel, or tract of land and premises, hereby bargained and sold, or *ment*, mentioned, or intended hereby so to be, and every part and parcel thereof. To have and to hold the said tract, piece, or parcel of land, so as aforesaid described, together with the buildings and appurtenances, and all and singular other the premises hereby bargained and sold, or *ment*, mentioned, or intended hereby so

to be, and every part or parcel thereof, with their and every of their appurtenances, unto the said John Perkins, his heirs and assigns, forever, and to and for no other use, intent, or purpose whatsoever; and the said William Collins, for himself, his heirs, executors, and administrators, doth hereby covenant, grant, promise, and agree, to and with the said John Perkins, his heirs, executors, administrators, or assigns, that he, the said William Collins, and his heirs, the said piece, parcel, or tract of land, and premises, is hereby granted, bargained, and sold, and every part and parcel thereof, with the appurtenances thereunto belonging, to him, the said John Perkins, his heirs and assigns, against him, the said William Collins, and his heirs and assigns, and against the said Ezekiel Loe, and his heirs, and against all and every person or persons whatsoever, claiming or to claim, by, through, or under them, or either of them, any right, title, interest, claim, or demand, in and to the same, or any part or parcel thereof, shall and will hereafter warrant, and forever defend, by these presents.

In witness whereof the said William Collins hath hereunto set his hand and seal, the day and year first above written, and also the said John Perkins at the same time, by these presents, accepting.

WILLIAM COLLINS. [SEAL.]

Signed, sealed, and delivered, in the presence of—
THOMAS CLEORIS,
JAMES E. HART.

THE STATE OF LOUISIANA,
Parish of Concordia:

Be it remembered, that on the day of the date hereof, personally appeared before me, the undersigned, judge in and for the parish aforesaid, the above named William Collins, and acknowledged the foregoing instrument of writing to be his free and voluntary act and deed for the purposes therein expressed and contained, and desired the same to be recorded as such.

Given under my hand this eighth day of May, in the year of our Lord one thousand eight hundred and twenty.

EDWARD BROUGHTON,
Judge of the parish of Concordia.

Recorded 8th May, 1820.

STATE OF LOUISIANA,
Parish of Concordia:

I, George C. McWhorter, judge and ex officio recorder of mortgages, &c., in and for said parish, certify, that the within deed is a true copy from the records of my office.

In testimony whereof, I have hereunto set my hand and seal of office, this 30th June, 1845.

[SEAL.] GEO. C. McWHORTER,
Parish judge.

Deed from Gamaliel Pease and wife to John Perkins.

This indenture, made this first day of March, in the year of our Lord one thousand eight hundred and twenty, between Gamaliel Pease and Frances, his wife, of the town of Washington, in the county of Adams and State of Mississippi, of the one part, and John Perkins, of the parish of Concordia and State of Louisiana, of the other part, witnesseth: That the said Gamaliel Pease, for and in consideration of the sum of three thousand four hundred dollars, current money of the United States, to him in hand paid by the said John Perkins, before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and from every part and parcel thereof does hereby acquit, exonerate, and discharge the said John Perkins, his heirs, executors, and administrators, the said Gamaliel Pease and Frances, his wife, hath granted, bargained, sold, aliened, enfeoffed, and confirmed, and by these presents doth grant, bargain, sell, alien, enfeoff, and confirm, unto the said John Perkins, his heirs and assigns, all *their* certain piece or parcel of land situate, lying, and being on the waters of the Tensas, near to and in the rear of lands owned and cultivated by the said John Perkins, on the river Mississippi, in the parish of Concordia, State of Louisiana, originally surveyed for and in the name of Richard Warner, under the authority of the Spanish Government, by Stephen Justin, deputy surveyor of the then land district, containing six hundred arpents, be the same more or less.

Also, all that piece or parcel of land adjoining lands above, and surveyed as aforesaid, and under the authority aforesaid, for and in the name of Antonio Carroll, containing six hundred acres, be the same more or less; and also all that piece or parcel of land adjoining lands above surveyed as aforesaid, under the authority aforesaid, for and in the name of Joseph Turo, containing six hundred acres, be the same more or less. All of which said several three tracts of land, situated as aforesaid, were reported to Congress by the commissioners appointed to settle and adjust land claims in the S. W. district, in the State of Louisiana, and confirmed by an act of the same, passed on the twenty-ninth day of April, in the year of our Lord one thousand eight hundred and sixteen, as will more fully appear by the records in the register's office at Opelousas, and by the certificate of Levin Wails, the register, dated third and fourth November, one thousand eight hundred and seventeen, and were conveyed or transferred to the said Gamaliel Pease, by the claimants, on the thirteenth day of December, in the year of our Lord one thousand eight hundred and nineteen, the execution of which was regularly proven before the parish judge of the parish of Concordia, of the day and year last aforesaid, as appears by the certificate of said parish judge, under seal of his said office; together with all and singular the buildings, improvements, woods, ways, waters, waste-courses, rights, liberties, privileges, hereditaments, and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof, and all the estate, right, title, and interest whatsoever, of them, the said Gamaliel

Pease and Frances, his wife, both in law and equity, of, in, and out of the said tracts or parcels of lands and premises, hereby bargained and sold, or *ment*, mentioned, or intended so to be, and every or any part or parcel thereof; to have and to hold the said tracts or parcels of lands so as aforesaid described, together with the buildings and appurtenances, and all and singular other the premises hereby bargained and sold, or *ment*, mentioned, or intended hereby so to be, and every part or parcel thereof, with their and every of their appurtenances, unto the said John Perkins, his heirs and assigns, forever, and to and for no other use, intent, or purpose whatsoever. And the said Gamaliel Pease and Frances, his wife, for themselves, their heirs, executors, and administrators, doth hereby covenant, grant, promise, and agree, to and with the said John Perkins, his heirs, executors, and administrators, or assigns, that they, the said Gamaliel Pease and Frances, his wife, and their heirs, the said tracts or parcels of land and premises hereby granted, bargained, and sold, and every part and parcel thereof, with the appurtenances thereunto belonging, to him, the said John Perkins, his heirs and assigns, against them, the said Gamaliel Pease and wife, and their heirs, and against all and every person or persons whatsoever claiming or to claim, and against any claim the Government of the United States may have, can have, or may hereafter have, any right, title, or interest in and to the same, or any part or parcel thereof, shall and will hereafter warrant and forever defend, by these presents.

In witness whereof the said Gamaliel Pease and Frances, his wife, have hereunto set their hands and seal the day and year first above written, and also the said John Perkins at the same time accepting by these presents.

GAM'L PEASE, [SEAL]
FRANCES PEASE, [SEAL.]
JOHN PERKINS. [SEAL.]

Signed, sealed, and delivered, in presence of—
before signing and sealing the word "States,"
on the top line of this page, was interlined.
THOS. FREEMAN,
NATHAN CARULAN.

THE STATE OF LOUISIANA,
Parish of Concordia:

Be it remembered, that on this day of the date hereof, personally, before the undersigned, judge of the parish aforesaid, appeared the within and foregoing named Gamaliel Pease and Frances Pease, his wife, and acknowledged the foregoing instrument of writing to be their free and voluntary act and deed, for the purposes therein expressed and contained, and desired the same to be recorded as such.

Given under my hand this second day of March, in the year of our Lord one thousand eight hundred and twenty.

EDW'D BROUGHTON,
Judge of the Concordia.

Recorded 2d March, 1820.

STATE OF LOUISIANA,
Parish of Concordia:

I, George C. McWhorter, parish judge and ex officio recorder of mortgages, &c., in and for the parish of Concordia, certify, that the foregoing deed is a true copy from the records of my office.

In testimony whereof, I have hereunto set my hand and seal of office, [SEAL.] the 30th June, 1845.

GEO. C. McWHORTER,
Parish judge.

Deed from Edward Broughton to John Perkins, and mortgage from John Perkins to Edward Broughton.

Know all men by these presents, that I, Edward Broughton, of the parish of Concordia, and State of Louisiana, for and in consideration of the sum of ($8,340) eight thousand three hundred and forty dollars, secured to be paid me by the first day of January, one thousand eight hundred and nineteen, by bond or tacit mortgage, bearing even date herewith, given by John Perkins, of the parish of Concordia, Louisiana, at and before the ensealing and delivery of these presents, have bargained, sold, and delivered, and by these presents do bargain, sell, and deliver, unto the said John Perkins, the following negro slaves, and other property, to wit: Joe, about thirty-three years of age; Guy, about 21 years of age; Harry, about 15 years of age; Mary, about 12 years of age; Julia, about twenty-two years of age. Also, Lucy, an indentured servant, to serve about seven years, and her boy-child, Jim, to serve with her during that time. Also, twelve milch cows and calves, four head of horses, and a farm wagon. To have and to hold the said negro slaves for life, and the said indentured servant, with her child, during the time aforesaid, together with the milch cows, horses, and wagon, as described above, unto the said John Perkins, his heirs, executors, administrators and assigns, to his and their only use, and benefit, and behoof, forever. And I, the said Edward Broughton, my heirs, executors, and administrators, the said bargained and sold slaves and indentured servants, and the said milch cows, horses, and wagon, unto the said John Perkins, his executors, administrators, and assigns, from and against all persons whomsoever, shall and will warrant and forever defend, by these presents.

In witness whereof I have hereunto set my hand and seal, the second day of November, in the year of our Lord one thousand eight hundred and eighteen.

EDWARD BROUGHTON. [L. S.]

Signed, sealed, and delivered in presence of—
J. J. LAMB,
N. M. JUNIS.

THE STATE OF LOUISIANA,
Parish of Concordia:

Be it remembered, that on the sixth day of December, in the year of our Lord one thousand eight hundred and eighteen, personally appeared

before me, the undersigned, one of the justices of the peace in and for the parish aforesaid, the above and within named Edward Broughton, and acknowledged the foregoing instrument of writing to be his free and voluntary act and deed, for the purposes therein described and contained, and desired the same to be recorded as such, agreeable to the statute in such case made and provided.

Given under my hand officially, the day and year above written.

N. M. JUNIS, *J. Peace*.

On or before the first day of January, one thousand eight hundred and nineteen, I promise to pay Edward Broughton, or order, the sum of eight thousand three hundred and forty dollars, being the amount of the purchase money for the following named negroes, slaves, an indentured servant and child, and other property, as will more particularly appear, reference being had to the bill of sale, bearing even date herewith, to wit: Joe, about thirty-three years of age; Lem, about twenty-four years of age; Julia, about twenty-two years of age; Mary, about twelve years of age. Also, Lucy, an indentured servant, to serve about seven years, with her boy-child, Jim. Also, twelve milch cows, four head of horses, and a farm wagon.

In testimony whereof I have hereunto set my hand and seal, this second day of November, in the year of our Lord one thousand eight hundred and eighteen.

JOHN PERKINS.

Signed, sealed, and delivered in presence of—
N. M. JUNIS.

[Endorsed.]—Received, January 24th, 1819, of John Perkins, eight thousand three hundred and forty dollars, in full of this obligation or mortgage.

E. BROUGHTON.

THE STATE OF LOUISIANA,
Parish of Concordia:

Be it remembered, that on the day of the date hereof, personally appeared before the undersigned, one of the justices of the peace in and for the parish aforesaid, the above named John Perkins, and acknowledged the foregoing instrument of writing to be his free and voluntary act and deed, for the purposes therein mentioned and contained, and desired the same to be recorded as such, agreeable to the statute in such case made and provided.

In testimony whereof, I have hereunto set my hand officially, the sixth day of December, one thousand eight hundred and eighteen.

N. M. JUNIS.

STATE OF LOUISIANA,
Parish of Concordia:

I, George C. McWhorter, judge and ex officio recorder of mortgages, &c., in and for said parish, certify, that the above and foregoing documents are true copies from the records of my office.

In testimony whereof I have hereunto set my hand and seal of office, this 28 June, 1845.

[L. S.]

GEO. C. McWHORTER, *Parish Judge*.

Lease from John Perkins to Edward Broughton.

This indenture, made and entered into this sixth day of December, one thousand eight hundred and eighteen, between John Perkins, of the parish of Concordia, and State of Louisiana, of the one part, and Edward Broughton, of the said parish and State, of the other part, witnesseth: That the said John Perkins, for and in consideration of the covenants, performances, and conditions hereinafter stipulated to be kept and performed on the part of the said Edward Broughton, hath demised, granted, and let unto the said Edward Broughton the following negro slaves, and an indentured servant and child, and other property, to wit, Joe, Guy, Harry, Lem, Julia, Mary, and Lucy, an indentured servant, and her child, Jim; also, four head of horses and a farm wagon; being all the same negroes, and other property, sold and conveyed by said Edward Broughton to the said John Perkins, by bill of sale, or indenture, bearing date the second day of November, A. D. 1818. To have and to hold all and singular the above described negro slaves, and the indentured servant and child, and other property, as aforesaid, unto the said Edward Broughton, for and until the first day of January, one thousand eight hundred and twenty; and the said Edward Broughton, for himself, his heirs, and assigns, hereby promises, covenants, and agrees, to and with the said John Perkins, that he, the said Edward, will feed said negroes, slaves, and the indentured servant and her child, with good, wholesome diet, and to furnish them with good and sufficient summer and winter clothing, and to supply them with medical aid when necessary, and likewise to treat them with humanity; also, to take reasonable care of said horses and wagon during the time for which they are leased or hired as aforesaid; and at the end of said time, to wit, on the first day of January, 1820, the said Edward Broughton agrees and covenants to yield and deliver up quietly and peaceably, to the said John Perkins, his heirs, executors, administrators or assigns, all and every of said negroes, slaves, the indentured servant and her child, and the increase of the female slaves thereof; also, the said four horses and wagon. In consideration of the aforesaid lease or hire of the aforesaid negroes, and other property, the said Edward Broughton covenants, promises, and agrees, to and with the said John Perkins, his executors, administrators, or assigns, the sum of one thousand dollars, on or before the said first day of January, one thousand [eight hundred] and twenty.

In witness whereof the parties to these presents have hereunto set their hands and seals, the day and year first above written.

JOHN PERKINS, [L. S.]
EDW'D BROUGHTON. [L. S.]

In the presence of—
JOHN BRADSHAW,
N. M. JUNIS.

THE STATE OF LOUISIANA, *Parish of Concordia:*

Be it remembered, that on the sixth day of December, one thousand eight hundred and eighteen, personally appeared before the undersigned, one of the justices of the peace in and for the parish aforesaid,

the above and within named John Perkins and Edward Broughton, parties to this instrument of writing, and acknowledged the foregoing instrument of writing to be their free and voluntary act and deed, for the purposes therein expressed and contained, and desires the same to be recorded as such, agreeably to the statute in such cases made and provided.

Given under my hand officially, the day and year last above written.

N. M. JUNIS, *J. Peace*.

STATE OF LOUISIANA, *Parish of Concordia:*

I, George C. McWhorter, judge and ex officio recorder of mortgages, &c., in and for said parish, certify, that the foregoing is a true copy from the records of my office.

In testimony whereof I have hereunto set my hand and seal of office, this 28th June, 1845.

GEO. C. McWHORTER, *Parish Judge*.

Agreement between John Burnes and Sugars Turner.

Memorandum of a bargain and sale, made and concluded this seventh day of January, in the year of our Lord one thousand eight hundred and twenty-four, by and between John Burns and Christiana, his wife, late Christiana Hartley, of the county of Claiborne, and State of Mississippi, of the one part, and Sugars Turner, of the county and State aforesaid, of the other part, witnesseth: That the said John Burns and Christiana, his wife, late Christiana Hartley, for and in consideration of the covenants and agreements hereinafter mentioned and stipulated, have bargained and sold, and by these presents do bargain and sell, to him the [said] Sugars Turner, his heirs, executors, administrators, and assigns, in fee simple, all the lands belonging to them, the said John Burns, and Christiana, his wife, late Christiana Hartley, situated in what is called Lyman Mandamus, in the county and State aforesaid, on the waters of the Bayou Pierre, let them be what they may, or where situated in said Mandamus now, or to come by virtue of succession or inheritance, holding ourselves bound at all times, and do by these presents covenant, grant, promise, and agree, to and with the said Sugars Turner, and to his executors, administrators, and assigns, to convey in a more formal manner, and will, at the reasonable request of him, the said Sugars Turner, his executors, administrators, and assigns, at all times hereafter, do any and every thing that may be thought reasonable and right to better secure the right, title, interest, claim, and possession of said lands to him, the said Sugars Turner, his executors, administrators, and assigns, by these presents bargained and sold, and by these presents do bargain and sell, to the said Sugars Turner, his executors, administrators, and assigns; also all other lands that may by succession or inheritance lawfully become the property of them, the said John Burns and Christiana, his wife, late Christiana Hartley, situated within said Mandamus.

And the said Sugars Turner, for himself, his heirs, executors, administrators, and assigns, do hereby covenant, grant, promise, and agree, to and with the said John Burns and Christiana, his wife, to pay to the

said John Burns, punctually, at the times hereinafter expressed, two dollars for each and every acre of land belonging to them, the said John Burns and Christiana, his wife, late Christiana Hartley, or either of them, situate as aforesaid, hereby bargained and sold, and the like sum for each and every acre that they, the said John Burns and Christiana, his wife, may by succession or inheritance lawfully become the owner or owners of, within said Mandamus, in the following payments or instalments, to wit: first, one hundred dollars to be paid in hand on the execution of this instrument of writing, four hundred dollars on the first day of March next, one half the remaining sum due for the land now owned, and by these presents sold in March following; the balance, or remaining sum, in March eighteen hundred and twenty-six; and also in annual instalments for any other lands that by succession or inheritance may lawfully become the property of the said John Burns and Christiana, his wife, or either of them, within said Mandamus.

In witness whereof the parties have hereunto set their hands and seals the day and year first above written

JOHN BURNS, [SEAL.]

her
CHRISTIANA ⋈ BURNS, [SEAL.]
mark.

SUGARS TURNER. [SEAL.]

Signed, sealed, and delivered, in the presence of—
B. W. JOHNSTON.

Received, March 17th, 1824, of Sugars Turner, one thousand dollars, in full consideration for five hundred acres of land, this day conveyed to the said Sugars Turner by deed of conveyance, bearing even date herewith, being part of the land sold to the said Sugars by virtue of this article of agreement now recorded. JOHN BURNS.

Signed in presence of—
JAMES CORNELL, *Cl'k C. C. C.*

STATE OF MISSISSIPPI, *Claiborne county:*

Personally appeared before the undersigned, a justice of the peace in and for said county, the above named John Burns, who acknowledged that he signed, sealed, and delivered the foregoing instrument of writing on the day and year therein mentioned as his act and deed.

B. W. JOHNSTON, *J. P. C. C.*

Personally appeared, also, the above named Christiana Burns, wife of John Burns, and on a private examination, apart from her husband, the said Christiana Burns acknowledged that she signed, sealed, and delivered the foregoing instrument as her voluntary act and deed, freely, without any fear, threat, or compulsion of her husband; and the said Christiana hereby relinquishes all her right of dower in and to the said land, agreeing by this instrument to sign such other deed of conveyance as may be necessary for a more formal conveyance, when thereto requested; and the said Burns and wife signed and sealed this acknowledgment, before me, this seventh day of January, 1824.

B. W. JOHNSON, *J. P. C. C.* [SEAL.]

Received, January 7th, 1824, of Mr. Sugars Turner, one hundred dollars, on account of the within mentioned lands, and in full for the first payment mentioned in the within instrument of writing.

JOHN BURNS.

Witness: B. W. JOHNSTON.

THE STATE OF MISSISSIPPI,
Claiborne county, sct:

This day Sugars Turner personally appeared before the undersigned, justice of the peace in and for the county aforesaid, and acknowledged that he signed, sealed, and delivered the aforegoing instrument of writing, on the day and year therein mentioned, as his act and deed.

Given under my hand and seal, this seventh day of January, one thousand eight hundred and twenty-four.

B. W. JOHNSTON, *J. P. C. C.*

Received for record, January 8th, 1824, and truly recorded.

JAMES CORNELL, *Clerk*.

THE STATE OF LOUISIANA [MISSISSIPPI.]
County of Claiborne, ss:

I, Frederick J. Poor, clerk of the probate court in and for said county, do hereby certify, that the foregoing transcript contains a true and correct copy of an agreement between John Burns and wife and Sugars Turner, as the same appears of record in my office, in book G, pages 305, 306, 307, and 308.

[SEAL.] Given under my hand and seal of office, at Port Gibson, this 16th day of June, A. D. 1845.

FREDERICK J. POOR, *Clerk*.

THE STATE OF MISSISSIPPI,
County of Claiborne, ss:

I, William M. Randolph, judge of the probate court in and for the county of Claiborne, and State aforesaid, do hereby certify, that the within certificate and attestation of Frederick J. Poor, who is clerk of said court, are in due form, and made by the proper officer.

Given under my hand and seal, this 16th day of June, A. D. 1845.

W. M. RANDOLPH, *Judge, &c.* [SEAL.]

Agreement between Sugars Turner and John Perkins.

This memorandum of a bargain and sale, made and concluded this seventeenth day of March, in the year of our Lord one thousand eight hundred and twenty-four, between Sugars Turner, of the county of Claiborne, and State of Mississippi, of the one part, and John Perkins, of the county of Adams, and State aforesaid, of the other part, witnesseth: That the said party of the first part, for and in consideration of the covenants and agreements hereinafter mentioned and stipulated, doth grant, bargain, sell, transfer, and assign, and make over to the said John Perkins, his heirs, executors, administrators, and assigns, all the

right, title, claim, estate, and interest which the said Sugars Turner now hath, or which might and would accrue to him, the said Turner, in consideration and by virtue of an article of bargain, sale, and agreement made and entered into by and between John Burns and Christiana, his wife, (late Christiana Hartley,) and the said Turner, dated the 7th day of January, in the year of our Lord one thousand eight hundred and twenty-four; and the said John Perkins, in consideration hereof, and of the said several premises, doth covenant, grant, promise, and agree, to and with the said Sugars Turner, to make and discharge the several payments now to be made, and those which may at any time hereafter become due and payable to the said John Burns and his said wife, their heirs, executors, administrators, and assigns, by virtue of the above recited agreement of bargain and sale, made and entered into by and between the said Sugars Turner and said Burns and his said wife Christiana, and according to the several conditions and stipulations therein mentioned; and the said Sugars Turner, for himself, his heirs, executors, and administrators, doth hereby covenant and agree, to and with the said John Perkins, his heirs, executors, administrators, and assigns, that he, the said Turner, will convey all and any right, title, or interest which he, the said Turner, now hath, or may hereafter at any time have and acquire by virtue of the above recited agreement of bargain and sale, at the reasonable request of the said John Perkins, and by means of all and any proper instruments of conveyance, or at the reasonable request of the heirs, executors, administrators, and assigns of him, the said John Perkins. And the said John Perkins, for himself, his heirs, executors, administrators, and assigns, doth covenant, to and with the said Sugars Turner, his heirs, executors, and administrators, to save the said Turner, his heirs, executors, and administrators, from all and every claim and demand of the said John Burns and wife, their heirs, executors, administrators, and assigns, which they may have now, or at any future period, by virtue of the above recited agreement of bargain and sale; and the said Turner covenants to and with the said Perkins, his heirs, executors, administrators, and assigns, against all and every right, title, and interest which he, the said Turner, now hath, or might have, in and by virtue of the said agreement of bargain and sale hereinbefore recited.

In testimony whereof the parties have hereunto set their hands and seals the day and year aforesaid.

SUGARS TURNER, [L. S.]
JOHN PERKINS. [L. S.]

Signed, sealed, and delivered in presence of us—

The words "or may hereafter at any time *have and acquire*," were inserted between the first and second lines at the bottom of the first page before signing and sealing.

A. W. PUTNAM,
JAMES CORNELL.

THE STATE OF MISSISSIPPI, *Claiborne county:*

Personally appeared before the undersigned, justice of the peace in and for the county aforesaid, Sugars Turner and John Perkins, and severally acknowledged that they signed and sealed the foregoing instrument as their act and deed for the purposes therein mentioned, and on the day and year first above written.

Given under my hand and seal, this 17th day of March, 1824.

JAMES CORNELL, *J. P.* [SEAL.]

Received for record, March 17th, 1824, and truly recorded.

JOHN JENNINGS, *Deputy Clerk.*

THE STATE OF MISSISSIPPI,
County of Claiborne, ss:

I, Frederick J. Poor, clerk of the probate court in and for said county, do hereby certify, that the foregoing transcript contains a true and correct copy of an agreement between Sugars Turner and John Perkins, as the same appears of record in my office, in book G, pages 341, 342.

[L. S.] Given under my hand and seal of office, at Port Gibson, this 16th day of June, A. D. 1845.

FREDERICK J. POOR, *Clerk.*

THE STATE OF MISSISSIPPI,
County of Claiborne, ss:

I, William M. Randolph, judge of the probate court in and for the county of Claiborne and State aforesaid, do hereby certify, that the foregoing certificate and attestation of Frederick J. Poor, who is clerk of said court, are in due form, and made by the proper officer.

Given under my hand and seal, this 16th day of June, A. D. 1845.

WM. M. RANDOLPH, *Judge, &c.* [SEAL.]

Deed from Benjamin S. Bynum and Mary C. Bynum to John Perkins.

This indenture, made the first day of April, in the year of our Lord one thousand eight hundred and twenty-nine, between Benjamin S. Bynum, at present of the county of Claiborne and State of Mississippi, and Mary C. Bynum, his sister, of the "Briers," near Natchez, in the county of Adams and State aforesaid, two of the heirs and legal representatives of the estate of the late Benjamin Bynum, of the parish of Concordia, Louisiana, deceased, of the first part, and John Perkins, of the Briers, in the county and State aforesaid, of the second part, witnesseth: That, for and in consideration of the sum of one thousand dollars, by the party of the second part to the party of the first part in hand paid before the sealing and delivery of these presents, the receipt of which the said party of the first part do hereby acknowledge, and themselves to be therewith fully paid and satisfied, the said party of the first part hath bargained and sold, aliened and enfeoffed, and by these presents doth give, grant, bargain, and sell, alien, enfeoff, release, convey, and confirm, unto the said party of the second part, his heirs and assigns, all the estate, right,

title, interest, claim, and demand, in and to a certain undivided tract of land situate, lying, and being in the parish of Concordia, and State of Louisiana, on Lake Concordia, adjoining land on one side of William Blunt, esq., and lands on the other belonging to the heirs of the late Philip Hill, deceased, containing one thousand and forty acres, be the same more or less; which said undivided interest or claim of land, amounts to one half of the aforesaid tract of land situate as aforesaid, which the said party of the first part conveys and confirms unto the said party of the second part, his heirs and assigns, together with all and singular the buildings, improvements, ways, waters, water-courses, rights, members, privileges, advantages, and appurtenances, thereto belonging, in any wise appertaining; and all the estate, right, title, and interest, trust, property, claim, and demand whatsoever, at law and in equity, of them, the said party of the first part, in and to the same.

To have and to hold the said herein described premises, with the appurtenances thereunto belonging, unto the said party of the second part, his heirs and assigns, to the only proper use of the said party of the second part, his heirs and assigns, forever.

In testimony whereof the parties aforesaid have hereunto set their hands, and affixed their seals, the day and year first above written, one granting and the other at the same time accepting, by these presents.

BENJ. S. BYNUM, [SEAL.]
MARY C. BYNUM, [SEAL.]
JNO. PERKINS. [SEAL.]

Signed, sealed, and delivered in presence of—
JOHN P. FURNISS,
JOHN D. SMITH.

STATE OF LOUISIANA, *parish of Concordia, ss:*

Before me, George S. Guion, judge of the said parish, personally came and appeared John P. Furniss, of Adams county, State of Mississippi, and being duly sworn, he declares and says, that he was present and did see Benjamin S. Bynum, Mary C. Bynum, and John Perkins execute the foregoing instrument of writing the day and year therein mentioned, and that he, this deponent, and John D. Smith, signed their names thereto as witnesses in attestation thereof.

JOHN P. FURNISS.

Sworn to and subscribed, this 30th of May, 1829.

GEORGE S. GUION,
Parish judge.

STATE OF LOUISIANA, *parish of Concordia:*

I, George C. McWhorter, parish judge, and ex officio recorder of mortgages in and for said parish, certify, that the foregoing is a true copy from the records of my office.

In testimony whereof I hereunto set my hand and seal of office, this 28th June, 1845.

[SEAL.]

GEO. C. McWHORTER,
Parish judge.

Deed from John Perkins to Samuel Davis.

STATE OF LOUISIANA,
Parish of Concordia, ss:

Be it remembered, that on this twenty-fifth day of January, A. D. eighteen hundred and thirty-three, before me, George S. Guion, judge and ex officio notary public in and for said parish, and in presence of the witnesses hereinafter named and undersigned, personally came and appeared John Perkins, of Adams county, in the State of Mississippi, who declared and said, that for and in consideration of the sum of three thousand five hundred dollars, to him secured to be paid in and by the promissory note of Samuel Davis, of this parish, bearing even date herewith, and payable on the first day of March, eighteen hundred and thirty-four, negotiable and payable at the Planters' Bank of the State of Mississippi, at Natchez, which note is by me identified with this act, he, the said John Perkins, hath granted, bargained, sold, conveyed, and confirmed, and by these presents doth grant, bargain, sell, convey, and confirm, unto the said Samuel Davis all the undivided half-part of a certain tract of land, containing in the whole the quantity of one thousand and forty acres, more or less, situate on Lake Concordia, in this parish, being the same tract which was formerly owned by Benjamin Bynum, deceased, in his lifetime, and on which he resided, and the same undivided half-part thereof which the said John Perkins acquired by deeds of sale, of record in my office, from Benjamin S. Bynum and Mary C. Bynum, children and heirs of the said Benjamin Bynum, deceased.

To have and to hold unto the said Samuel Davis, his heirs, and assigns, forever, free from the claims of all persons lawfully claiming or to claim the same. The said Samuel Davis being present accepts this act with all its clauses. Done and passed at my office, in the town of Vidalia, the day, month, and year above written, in the presence of Edward Sparrow and Joseph Bours, witnesses, residing in this parish, who have signed this act with the parties, and me, the said judge and notary.

(Original signed,) JNO. PERKINS,
SAMUEL DAVIS.

EDWARD SPARROW,
J. BOURS.

GEORGE S. GUION, *P. judge.*

STATE OF LOUISIANA,
Parish of Concordia.

I, George C. McWhorter, judge and ex officio recorder of mortgages, &c., in and for the parish aforesaid, do hereby certify, that the foregoing is a true copy from the original deed on file and of record in my office.

In testimony whereof I have hereunto set my hand and seal of office, this 28th June, 1845.

GEO. C. McWHORTER,
Parish judge.

Deed from Harriet J. Bynum to Martin W. Ewing.

This indenture, made on the 18th day of April, in the year of our Lord one thousand eight hundred and thirty-two, between Harriet Jane Bynum, of the county of Adams, in the State of Mississippi, one of the heirs and legal representatives of the estate of Benjamin Bynum, deceased, late of the parish of Concordia, State of Louisiana, of the first part, and Martin W. Ewing, of the county of Yazoo and State aforesaid, of the second part, witnesseth: That, for and in consideration of the sum of fifteen hundred dollars current money, by the said party of the second part to the said party of the first part in hand paid, at and before the sealing and delivery of these presents, the receipt of which she doth hereby acknowledge, and herself to be herewith fully satisfied, contented, and paid, the said party of the first part hath bargained and sold, delivered and enfeoffed, and by these presents doth give, grant, bargain and sell, alien and enfeoff, release, convey, and confirm, unto the said party of the second part, his heirs and assigns, all the estate, right, title, claim, interest, and demand, in and to a certain undivided tract of land situated, lying, and being in the parish of Concordia, and State of Louisiana, on Lake Concordia, adjoining lands on one side of William Blunt, containing one thousand and forty acres, be the same more or less, which said undivided interest and claim amounts to one-fourth of the aforesaid described tract of land; together with all and singular the privileges and appurtenances thereto belonging, or in anywise appertaining, and all the estate, right, title, and interest, trust, property, claim, and demand whatsoever, at law and in equity, of her, the said party of the first part, of, in, or to the same.

To have and to hold the said herein described premises, with the appurtenances thereunto belonging, unto the said party of the second part, his heirs and assigns, to the only proper use of the said party of the second part, his heirs and assigns, forever.

In testimony whereof the said parties have hereunto set their hands and affixed their seals the day and year above written; one granting, and the other at the same time accepting, by these presents.

HARRIET J. BYNUM, [L. S.]
MARTIN W. EWING. [L. S.]

EDWARD SPARROW,
EDMUND P. POLLARD.

STATE OF LOUISIANA,
Parish of Concordia, ss:

Before me, George S. Guion, judge of the said parish, personally came and appeared Dr. Edmund P. Pollard, of this parish, who, being duly sworn, declares and says, that he was present and did see Harriet J. Bynum sign and seal the foregoing instrument of writing, as and for her voluntary act and deed, for the purposes therein mentioned; and that he, deponent, and Edward Sparrow, signed their names thereto as witnesses, in attestation thereof.

EDMUND P. POLLARD.

Sworn to and subscribed, this 2d May, 1832.

GEORGE S. GUION, *P. Judge*.

STATE OF LOUISIANA,
Parish of Concordia.

I, George C. McWhorter, judge and ex officio recorder of mortgages, &c., in and for the parish aforesaid, do hereby certify, that the foregoing is a true copy from the records of my office. In testimony whereof I have hereunto set my hand and seal of office, this 28th June, 1845.

GEO. C. McWHORTER,
Parish judge.

Bill of sale from John Perkins to Benjamin S. Bynum.

Know all men by these presents, that I, John Perkins, of the county of Adams, and State of Mississippi, for and in consideration of the sum of one thousand dollars to me in hand paid by Benjamin S. Bynum, of the county of Claiborne, and State of Mississippi, the receipt whereof is hereby acknowledged, and am therewith fully satisfied, have bargained, sold, and delivered, unto the said Benjamin S. Bynum, the following negroes, to wit: Cook, about fifty-five years of age, Lucy and Bett, or Betty, the wife of Parker, about twenty-eight or nine years of age; which said negroes I do hereby warrant sound in body and mind, slaves for life, and free from the claim or claims of all persons whatsoever.

In witness whereof I have hereunto set my hand and seal, this second day of June, in the year of our Lord one thousand eight hundred and twenty-nine.

JOHN PERKINS. [SEAL.]

Done in presence of—
JOHN P. FURNISS,
J. C. CLARK.

THE STATE OF MISSISSIPPI,
Claiborne county, ss:

Personally appeared before me, S. Hoit, a justice of the peace in and for said county, the within named Joseph C. Clark, one of the subscribing witnesses to the within instrument, who being duly sworn deposeth and saith, that the said John Perkins, whose name is signed to the within, acknowledged that he signed the same to the said Benjamin Bynum; that he, the said Clark, subscribed his name thereto in the presence of the said John Perkins, on the day and year therein mentioned.

J. C. CLARK.

Sworn to and subscribed, this 8th day of June, 1829.

SAMUEL HOIT, *J. P.* [SEAL.]

STATE OF MISSISSIPPI,
Claiborne county.

I, William Davis, clerk of the county aforesaid, do certify the fore-

going bill of sale and affidavit truly recorded in my office, in book K, No. 10, pages 441 and '2.

Given under my hand at my office, June 9, 1829.

WM. DAVIS, *Clk.*

STATE OF LOUISIANA,
Parish of Concordia..

I, George C. McWhorter, judge and ex officio recorder of mortgages in and for the parish aforesaid, certify, that the foregoing is a true copy from the records of my office.

In testimony whereof I have hereunto set my hand and seal of office, this 28th June, 1845.

GEO. C. McWHORTER,
Parish judge.

Partition of negroes belonging to estate of H. Rives, jr., deceased.

THE STATE OF LOUISIANA,
Parish of Concordia:

Be it remembered, that, on the ninth day of April, in the year of our Lord one thousand eight hundred and twenty-three, the undersigned, David Alexander, curator to the estate and succession of Henry Rives, junior, deceased, within the parish aforesaid, and representing his wife Jane, and John Perkins, representing his wife Mary, (heirs to a portion of the estate of said deceased,) together with Charles C. Rives, also heir to a portion of said estate, did proceed to effect an amicable partition among themselves of the negroes belonging to the estate of said deceased; which partition of said negroes is as follows, to wit:

No. one. To David Alexander, in right of his wife Jane, one negro man named Peter, aged about twenty-six years, and one negro woman named Mary, aged about eighteen years; one negro man named Harry, aged about twenty-four years; which said three negroes were valued by the appraisers of said estate at sixteen hundred and fifty dollars, being four hundred and thirty-three dollars thirty-three and one-third cents more than one-third the appraised value of all the negroes belonging to the estate of said deceased.

No. two. To John Perkins, in right of his wife Mary, one negro boy George, aged about fourteen years, and one negro woman named Abb, aged about thirty-two years; which said two negroes were valued by the appraisers aforesaid at one thousand dollars, being two hundred and sixteen dollars and sixty-six and two-thirds cents less than one-third the appraised value of all the negroes belonging to said estate.

No. three. To Charles C. Rives, in his own right, one negro man named Charles, aged about twenty-four years, and one negro woman named Louisa, aged about twenty-four years, and her two twin children, William and Mary, aged about eighteen months; which said two negroes and twin children were valued by the appraisers aforesaid at one thousand dollars, being two hundred and sixteen dollars and sixty-six and

two-third cents less than one-third the appraised value of all the negroes belonging to said estate as aforesaid.

In testimony whereof the said David Alexander, (curator as aforesaid,) and representing his wife Jane, and John Perkins, representing his wife Mary, as well as the said Charles C. Rives, heirs of the late Henry Rives, jun., deceased, as aforesaid, have hereunto affixed their hands and seals in the presence of the subscribing witnesses, who subscribed their names hereto at the request of the parties, and in the presence of the undersigned parish judge, the day and year first above written.

D. ALEXANDER. [SEAL.]

Curator of H. Rives, jr., deceased, representing his wife Jane, one of the heirs of said deceased.

JOHN PERKINS, [SEAL.]

Representing his wife Mary.

CHARLES C. RIVES. [SEAL.]

Witnesses present:

ELIJAH SMITH,
THOMAS COMMONS,
SAML. DAVIS.

To the signature of Charles Rives—

W. S. PARKER,
Witness to C. C. Rives.

In testimony and in faith whereof I have hereunto set my hand officially, the ninth day of April, in the year of our Lord one thousand eight hundred and twenty-three; in testimony whereof I have hereunto set my hand, and affixed my official seal of office, this eighteenth day of November, in the year of our Lord one thousand eight hundred and twenty-three.

[SEAL.]

EDW. BROUGHTON,
Judge of the parish of Concordia.

Recorded in book D, pages 281 and 282.

STATE OF LOUISIANA,
Parish of Concordia:

I, George C. McWhorter, judge and ex officio recorder of mortgages, &c., in and for said parish, do hereby certify, that the foregoing is a true copy from the records of my office.

In testimony whereof I have hereunto set my hand and seal of office, this 28th June, 1845.

[SEAL.]

GEO. C. McWHORTER,
Parish judge.

H. J. Bynum's account as allowed by the orphan's court of Claiborne county, at its April term, 1833.

A list or return of property, in Claiborne county, Mississippi, belonging to my step-daughter, Miss Harriet J. Bynum, to wit, an undivided half of Long Branch plantation, late her brother's, now deceased, containing 934 acres, more or less, improved with cabins, gin, &c.; an interest to the extent of two-thirds in the following negroes, to wit:

1	Negro woman Betty, and child, aged about	35 years	$500 00
2			
3	Simon	55 "	350 00
4	Juno	35 "	300 00
5	Rachel	17 "	425 00
6	Little Simon	13 "	400 00
7	Betsey	12 "	400 00
8	Jacob	8 "	250 00
9	Hager	2 "	150 00
10	Rose, Peter's wife	30 "	425 00
11	Ephraim	9 "	250 00
12	Fanny	6 "	200 00
13	Caroline	4 "	150 00
14	Harriet	2 "	100 00
15	Sarah, infant, 5 months		60 00
16	Big Jim	21 "	550 00
17	Sally	25 "	425 00
	Continued over,		
	Continued from the other side.		
18	Dinah Rose	18 "	425 00
19	Charles	6 "	75 00
	One-half of the following four negroes, to wit, Cook, Lucy, Jack, and Jim		1000 00
	The following negroes, late her father's and mother's, (whose estate have been finally settled in Louisiana, and under the laws of that State put in her possession,) now in this county, and represented to this court, to wit,		
	Billie, aged	33 years	300 00
	Suckey, his wife	33 "	400 00
	David, aged	9 "	300 00
	Moses "	7 "	250 00
	Lucy "	5 "	200 00
	Eleanor "	3 "	150 00
	Leah "	1 "	100 00
	Parker, jun'r, aged	3 "	150 00
	Parker, sen'r, "	33 "	500 00
	Alexander "	14 "	350 00
	Belina "	20 "	400 00
	Rose "	22 "	400 00

In some exchange of the Louisiana property with Mr. Ewing, for his interest in her deceased brother's estate, (at least negroes to accommodate families,) a debt of three hundred and some odd dollars was entered for which she is supposed bound, also a debt of about one hundred more in Louisiana. The above is an exhibit of the real and personal estate of Miss Bynum, a minor under twenty-one years, so far as the same has come to my possession.

JOHN PERKINS.

Sworn to and subscribed before me, this 5th June, 1832.

JOHN ROBERTSON, *J. P.*

Claiborne county, June 5th, 1832.—Truly recorded.

WM. DAVIS, *Register*.

Miss Harriet J. Bynum in account current with John Perkins, her guardian.

	Dr.	
1822.		
April -	To this sum, being the amount of Judge Eskridge's account against minor, for sundries,	
1833.	as per voucher No. 1 - - - -	$1,118 33
April -	To this sum, being the amount of current expense for the year past of said minor, as per voucher No. 2 - - - -	502 99
	To this sum, being the amount of office fees in the orphan's court of Claiborne county, as per voucher No. 3 - - -	7 00
		$1,628 32
	This sum is in favor of guardian on this account	$399 16
	Cr.	
1833.	By amount of minor's interest in Long Branch plantation, and hire of negroes to Judge Eskridge for the year eighteen hundred and thirty-two, being one-half of said plantation and negroes thereon at work - -	$1,200 00
	By this sum, received of S. Davis, esq., for amount of lands once owned by minor, in the parish of Concordia, Louisiana -	29 16
	This sum in favor of guardian on this account	399 16
		$1,628 32

Examined and allowed. P. A. VANDORN,
Truly *record*. WM. DAVIS, *Reg'r*.

THE STATE OF MISSISSIPPI,
Claiborne county, ss:

I, Lucas Gee, clerk of the probate court in and for said county, do hereby certify the within and foregoing to be true transcripts taken from the records in my office.

Given under my hand and the seal of said court this the 17th day of May, in the year of our Lord one thousand eight hundred and thirty-four.

LUCAS GEE, *Clerk*. [SEAL.]

STATE OF MISSISSIPPI,
Claiborne county, ss:

I, Nicholas McDougall, judge of probate in and for said county, do hereby certify, that Lucas Gee, whose name is signed to the foregoing certificate, was at the time of signing the same clerk of the probate court of the county of Claiborne aforesaid, duly commissioned and qualified according to law, and that full faith and credit are due, and ought of right to be given, to all his official acts as such. And I further certify, that the seal to his said certificate appended is the true and genuine seal of the probate court of the county of Claiborne aforesaid, and that his said certificate is in due form of law.

Given under my hand and seal, 7th July, 1840.

N. McDOUGALL, *Probate Judge*. [SEAL.]

Transcript of record of the case of Wm. Hyman vs. *John Perkins.*

THE STATE OF MISSISSIPPI, *Adams county:*

WILLIAM HYMAN, }
vs. }
JOHN PERKINS. }

Pleas before the honorable John Taylor, judge of the second judicial district of the State of Mississippi, at a superior court holden at the court-house at Natchez, in and for the county of Adams, on the third Monday of May, in the year of our Lord one thousand eight hundred and eighteen.

Be it remembered that, at a superior court holden at the court-house in and for the county of Adams, on the second Monday in October, in the year one thousand eight hundred sixteen, William Hyman, by John Taylor, his attorney, brought into the court aforesaid his bill against John Perkins, in custody of the sheriff of said county, of a plea of trespass on the case; and there are pledges of prosecution, to wit, John Doe and Richard Roe, which said bill follows in these words, to wit: "Mississippi Territory, Adams county, ss., Adams superior court, April term, 1816. William Hyman complains of John Perkins, in custody, &c., of a plea of breach of covenant. For that, whereas, by a certain memorandum of an agreement made by and between the said William and John, on the 28th day of February, in the year of our Lord 1815, at the

county aforesaid, sealed with the seals of the said William and John, which he, the said William, brings here into court, the date whereof is the same day and year aforesaid, whereby the said William agreed to oversee the said John's plantation for and during the term of one year, commencing on the 7th day of December then last past, for and in consideration whereof the said John covenanted and agreed to pay to the said William the sum of five hundred dollars, payable in ginned cotton, delivered at the gin at ten cents per pound, or cash, which ever the said John might find convenient and consistent with his interest, unless he, the said William, would, with the hands of the said John which was there placed on said plantation and under the direction of said William, make over and above an ample supply of corn to serve said plantation for the use of ——— work horses, oxen, and stock of every other description which was or might be placed on said plantation; and also, with his, the said William's, own labor and industry, together with the hands on said plantation, to build one or more boats sufficient to take said surplus of corn to market; and, in that case, the said William was to be paid out of the proceeds of said corn when sold, the said John agreeing on his part to take or have taken to market (the danger of the river excepted) the boat or boats aforesaid, after having been built and loaded ready to descend—the said William to have said boats built, ready to descend the river by the first of September then next ensuing; and although the said William hitherto hath well and truly performed and fulfilled all things contained in said agreement on the part and behalf of him, the said William, to be performed and fulfilled, according to the true intent and meaning of said agreement, to wit, at the county aforesaid, yet protesting that the said John hath not performed or fulfilled any thing in the said agreement contained on his part and behalf to be performed and fulfilled; in fact the said William saith, that the said John hath not paid him, the said William, the said sum of five hundred dollars, or any part thereof, either in cash or cotton, or by any other means; and so the said William saith that the said John hath not kept with him, the said William, the covenant of him, the said John, so by him made with the said William, although often requested, but he so to do hath hitherto wholly refused, and still doth refuse so to do, to the said William, his damage of ———, and therefore he sues, &c.

And the defendant, by Green and Rankin, his attorneys, comes and defends the wrong and injury, when, &c.; and, as to the said breach of covenant by the plaintiff assigned, says that the said William, his action thereof against him, the said John, ought not to have and maintain, because he says that he, the said John, did not infract or violate his covenant contained in the memorandum of an agreement on which the plaintiff hath declared, but well and truly kept and observed the same according to the tenor, form, and effect of his said agreement, and of the covenant in that behalf made as aforesaid; and of this he puts himself upon the country. And the defendant, John, for further plea in bar as to the said breach of covenant assigned by him, the said William, says, that after making of the aforesaid sealed memorandum, to wit, on

the 28th day of February, in the year of our Lord one thousand eight hundred and fifteen, the said William did not enter into the employment of the said John until the 17th day of December, A. D. 1815; neglected and refused to perform his duty as an overseer, according to the covenants contained in his said sealed memorandum, and absented himself from the services which by his said memorandum he was bound to perform, and this he is ready to verify; wherefore he prays judgment if the said William his action aforesaid against him, the said John, ought to have and maintain.

GREEN & RANKIN,
Defendant's attorneys.

And the said William Hyman, as to the plea of the said John Perkins, by him above *above* pleaded in bar, says, that he, by reason of any thing by said John Perkins in that plea above alleged, ought not to be barred from having and maintaining his aforesaid action against him, because he says that said John Perkins did not, after making the said memorandum of an agreement, well and truly keep and perform all his said agreement in manner and form as to the said John Perkins hath in his said plea above alleged; and this he prays may be inquired of by the country. And the said William Hyman, as to the said plea of the said John Perkins by him secondly above pleaded, in fact says, that he, by reason of anything by said John Perkins in that plea above alleged, ought not to be barred from having and maintaining his aforesaid action against him, because he says that he did, on the day and year in the said memorandum of an agreement enter into the employment of the said John Perkins, well and truly to keep and perform all his said agreement in manner and form as the said John Perkins hath alleged in his said plea; and this he prays may be inquired of by the country.

JNO. TAYLOR, *Plff's attorney.*

And the defendant doth the like.

GREEN & RANKIN, *Deft's atto's.*

And this cause was then legally continued.

Afterwards, to wit, at a superior court holden at the court house in and for the county of Adams, on the second Monday in April, in the year one thousand eight hundred and seventeen, this cause was legally continued.

Afterwards, to wit, at a superior court holden at the court house in and for the county of Adams, on the second Monday in October, in the year one thousand eight hundred and seventeen, it is commanded that the sheriff of said county do summon fifty-one good and lawful men of his county, according to the directions of the act of the general assembly in such case made and provided, to be and appear before the judge of the second judicial district of the State of Mississippi, at a superior court to be holden at the court house in and for the county of Adams, on the third Monday of January, in the year one thousand eight hundred and eighteen, by whom, and so forth, and who neither, and so

forth, to recognise, and so forth, because as well, and so forth; the same day is given to the parties aforesaid, then, and so forth.

At which day, before the judge of the second judicial district aforesaid, at the superior court then and there holden, came as well the said William Hyman as the said John Perkins, by their respective attorneys aforesaid, and the jurors of the jury, of which mention is above made, being called, certain of them came, to wit: John Hoggatt, Ebenezer Rees, Catesby B. Minis, David Collins, John Dodd, William D. King, John O. Hanlan, Charles Moore, John Camp, Alsey Pollard, Abner Mardis, and Christopher H. Hyle, who, being empannelled, tried, and sworn, to speak the truth concerning the matter within contained, upon their oath do say: we of the jury find that the defendant has not kept and performed his covenant, as by pleading he hath alleged; therefore find for the plaintiff four hundred and ninety-eight dollars and eighty-three cents, besides costs of suit. Whereupon the said John Perkins, by Green and Rankin, his attorneys, comes, and from the verdict aforesaid appeals to the next superior court, to be holden in and for the county aforesaid, on third Monday in May, in the year one thousand eight hundred and eighteen, for a new trial. And the same is granted him on the payment of the costs and charges accrued in this suit. Afterwards, it is commanded that the sheriff of Adams county do summon fifty-one good and lawful men of his county, according to the directions of the act of the general assembly in such case made and provided, to be and appear before the judge of the second judicial district of the State of Mississippi, at a superior court to be holden at the court house in and for the county of Adams, on the third Monday in May, in the year one thousand eight hundred and eighteen, by whom, and so forth, and who neither, and so forth, to recognise, and so forth, because as well, and so forth; the same day is given to the parties aforesaid, then, and so forth. At which day, before the judge of the second judicial district aforesaid, then and there holden, came as well the said William Hyman as the said John Perkins, by their respective attorneys aforesaid; and the jurors of the jury, of which mention is last above made, being called, certain of them came, to wit: John Weast, Joseph Sessions, Archibald Terrell, Isaac Mann, John G. Jones, Wilson B. Harper, Stephen Kennedy, John Havard, Amos Alexander, Joseph Clarke, Abner Mardis, and William Adams, who, being empannelled, tried, and sworn, to speak the truth concerning the matter within contained, say, upon their oath, that the said John Perkins hath not observed, performed, fulfilled, or kept any covenants, articles, clauses, contracts, conditions, and agreements, in the articles of agreement contained and specified on the part of the said John Perkins to be observed, performed, fulfilled, and kept, according to the form and effect of the articles of agreement above written, as the said William Hyman above against him complains, and they assess the damages of him, the said William Hyman, by occasion of the above articles of agreement, besides his costs and charges by him about his suit in this behalf expended, to five hundred and twelve dollars and fifty cents.

Therefore, it is considered by the court now here, that the said William Hyman do recover against the said John Perkins his damages aforesaid by the jurors aforesaid in form aforesaid assessed; and also the sum of for his costs and charges by the court adjudged to the said *to the said* William Hyman, with his assent; which said damages, costs, and charges amount in the whole to . And the said John Perkins, in mercy, &c.

The original execution issued on said judgment herein, and the endorsements thereon read in the words and figures following, to wit:

STATE OF MISSISSIPPI, *Adams county, to wit:*

The State of Mississippi, to the sheriff of Claiborne county, greeting:

John T. Griffith: We command you, that of the goods and chattels, lands and tenements of John Perkins, late of your county, you cause to be made the sum of five hundred thirty-one dollars sixty-two and one-half cents, which William Hyman, lately in the superior court of law and equity, hath recovered against him for his damages which he sustained, as well by reason [of] the non-performance of a certain promise and assumption by the said John Perkins to the said William Hyman lately made, as for his costs by him about his suit in that behalf expended, whereof the said John Perkins is convicted as appears to us of record; and that you have the said sum of money before the judges of our said court on the third Monday in November next, to pay to the said William Hyman for his damages aforesaid; and have then there this writ.

Witness the honorable John Taylor, esq., first judge of the 2nd judicial district of the State aforesaid, at the court-house of said county, the third Monday in May, in the year of our Lord one thousand eight hundred and eighteen, and in the forty-second year of the sovereignty and independence of the United States of America.

Issued the 24th day of August, 1818.

No. 66.

Costs to May Term, 1818.

Venire	25
Summoning and empannelling jury	25
Recording and entering verdict	25
Entering judgment	25
Recording judgment	3 00
Order	25
Taxing, cost, and copy	75
Execution and filing, &c.	1 37½
	$6 62½

Sheriff's.

Venire	50
Attorney	10 00
Tax	200

Received 7th September, 1818.

JOS. BRIGGS, *Sheriff*.

Received of John Perkins five hundred and ninety-six $\frac{05}{100}$ dollars, in full of the within execution, October, 1818.

For JOS. BRIGGS, *Sheriff.*
WM. B. MINOR, *Deputy Sheriff.*

Received of Joseph Briggs, sheriff of Claiborne county, five hundred and twelve dollars and 50 cents, in part of the plaintiff's money in this case; duplicates signed June 18, 1819.

THO. B. REED, *Atto. for Pl'ff.*

Received my tax fee of ten dollars of Joseph Briggs, sheriff of Claiborne county; duplicates signed March 13th, 1819.

THO. B. REED, *Attor. for Pl'ff.*

THE STATE OF MISSISSIPPI, *Adams county:*

I, Samuel Wood, clerk of the circuit court in and for the county of Adams, and State of Mississippi aforesaid, do hereby certify the above and foregoing to be a true and perfect copy of the original record of the case of "William Hyman vs. John Perkins," recorded in book of records A A, pages 24, 25, 26, 27, 28, and 29, and of the original execution issued therein, with the endorsements thereon, now on file in my office in the city of Natchez.

Witness my hand and the seal of our said court, this twenty-eighth day of June, A. D. 1845.

[SEAL.]

S. WOOD, *Clerk.*

THE STATE OF MISSISSIPPI, *first judicial district:*

I, Thomas A. Willis, judge of the second judicial district of the State of Mississippi, and now presiding judge of the first judicial district of the State of Mississippi, in which last named district is included the county of Adams, do hereby certify, that Samuel Wood, whose signature is affixed to the annexed certificate, is, and was at the date of signing the same, clerk of said circuit court of Adams county, that his official acts and doings as such are entitled to full faith and credit, and that his said certificate annexed is in due form of law.

Witness my hand and seal this sixteenth day of May, A. D. 1846.

THOS. A. WILLIS. [SEAL.]

Transcript from Land Office at Ouachita.

LAND OFFICE AT OUACHITA, LA., *July* 1, 1845.

Sir: Inclosed I send you copies of all the information that can be found in this office, touching the inquiries made in your letter dated 6th June, 1845, as per certificate 525, 526, 527, 695, and 552.

Very respectfully, your obedient servant,

D. B. RICHARDSON, *Register.*

E. P. FOURNIQUET, *Pass Christian, Harrison county, Mississippi.*

Copy.

Before William Anderson, justice of the peace in and for the parish of Ouachita, and in the presence of the register and receiver of the land

office at Ouachita, personally appeared John Perkins, esq., who being duly sworn to answer questions propounded to him by the register and receiver, relative to a preference right which he claims under the act of 1830, to lot or quarter section No. 10, township No. 14, range No. 12, east, answers as follows:

Question. Did you cultivate the tract above mentioned in the year 1829?

Answer. Yes.

Question. Were you in actual possession of said tract on the 29th of May, 1830?

Answer. Yes.

Question. Was there any other person settled on or cultivating on said tract in the year 1829?

Answer. Mrs. Houston cultivated on part of said tract as my tenant, but does not prefer any claim to it.

Question. Do you know of any other person that has a right to claim a pre-emption on said tract under the act of 1814 or 1830?

Answer. No.

"Signed," JOHN PERKINS.

Sworn to and subscribed before—

WM. N. ANDERSON, *Justice of the Peace*.

March 9th, 1831.

And the following questions being put to Joseph Smith on the same claim, answers as follows, to wit:

Question. Did John Perkins, esq., cultivate on lot No. 10, in township No. 14, range No. 12, east, in the year 1829?

Answer. Yes.

Question. Was he in actual possession of said tract on the 29th May, 1830?

Answer. Yes.

Question. Do you know of any other person that has a right to claim a pre-emption on said tract under the act of 1814 or 1830?

Answer. No.

"Signed," JOSEPH SMITH.

Sworn to and subscribed before me—

WM. N. ANDERSON, *Justice of the Peace*.

March 9, 1831. Before us,

C. F. MOREHOUSE, *Register*.
JOSEPH FRIEND, *Receiver*.

LAND OFFICE AT OUACHITA, LA., *July* 21*st*, 1845.

I certify that the above and foregoing interrogatories, as signed by John Perkins and Joseph Smith, respectively, is a true and correct copy from the originals on file in the register's office at Ouachita, Louisiana.

Given under my hand the day and year as above.

D. B. RICHARDSON, *Register*.

"*Copy rebutting testimony.*"

STATE OF LOUISIANA, *parish of Ouachita:*

Before me, the undersigned, justice of the peace in and for the parish of Ouachita, came John Perkins and Joseph Smith, who made oath that Abner Steel did not, in his own name, cultivate or improve the whole or any part of lot or quarter section No. seven, in township 14, range 12 east, of land north of Red river, in any time during the years 1829 or 1830. In evidence of which these affiants hereunto annex the said Steel's own written acknowledgment, which is a lease for land embracing the aforesaid lot No. 7.

"Signed," JNO. PERKINS,
JOSEPH SMITH.

Sworn to and subscribed before me. March 9th, 1831.

WM. N. ANDERSON, *Justice of the Peace*.

LAND OFFICE AT OUACHITA, LA., *July 21st*, 1845.

I certify, that the above certificate, signed by John Perkins and Joseph Smith, and the appended note, signed by Abner Steel for Rebecca Houston, is a true and correct copy from the original on file in the register's office.

Given under my hand, this 21st day of July, 1845.

D. B. RICHARDSON, *Register*.

"*Copy of the appended acknowledgment.*"

Due John Perkins ten dollars, for the rent and use of his lands the present year, situated between his cotton field and the Mounts, and the piece leased to the late Mr. Price, deceased, being all situated as aforesaid; the present year is eighteen hundred and thirty.

Signed, ABNER STEEL,
For REBECCA HOUSTON.

No. 525.

LAND OFFICE AT OUACHITA, LA., *March 9th*, 1831.

It is hereby certified, that in pursuance of law John Perkins, of Concordia, Louisiana, on this day purchased of the register of this office the lot or quarter of section number 10, of township number 14, in range number 12 east, containing 161.11 acres, at the rate of one dollar 25 [cents] per acre, amounting to $\$201.38\frac{3}{4}$, for which the said Perkins has made payment in full, as required by law.

Now, therefore, be it known, that on representation of this certificate to the Commissioner of the General Land Office, the said John Perkins shall be entitled to receive a patent for the lot above described.

C. F. MOREHOUSE, *Register*.

No. 526.

LAND OFFICE AT OUACHITA, LA., *March 9th*, 1831.

It is hereby certified, that in pursuance of law John Perkins, of Concordia, Louisiana, on this day purchased of the register of this office the lot or quarter section number 8, of township number 14, in

range 12 east, containing 164.66 acres, at the rate of one dollar 25 [cents] per acre, amounting to $205.82½, for which the said Perkins has made payment in full, as required by law.

Now, therefore, be it known, that on presentation of this certificate to the Commissioner of the General Land Office, the said John Perkins shall be entitled to receive a patent for the lot above described.

C. F. MOREHOUSE, *Register*.

No. 527.

LAND OFFICE AT OUACHITA, LA., *March 9th*, 1831.

It is hereby certified, that in pursuance of law John Budd, of Concordia, Louisiana, by John Perkins, on this day purchased of the register of this office the lot or quarter section number 9, of township number 14, in range number 12 east, containing 165.07 acres, at the rate of one dollar 25 [cents] per acre, amounting to $206.33¾, for which the said Budd, by said Perkins, has made payment in full, as required by law.

Now, therefore, be it known, that on presentation of this certificate to the Commissioner of the General Land Office, the said John Budd shall be entitled to receive a patent for the lot above described.

C. F. MOREHOUSE, *Register*.

No. 552.

LAND OFFICE AT OUACHITA, LA., *May 21st*, 1831.

It is hereby certified, that in pursuance of law Abner Steel, of the parish of Concordia, on this day puchased of the register of this office, at private sale, (under the act of 1830,) lot or quarter section number 7, of township number 14, in range number 12 east, containing 163.38 acres, at the rate of one dollar 25 [cents] per acre, amounting to $204.22½, for which the said Steel has made payment in full, as required by law.

Now, therefore, be it known, that on presentation of this certificate to the Commissioner of the General Land Office, the said Abner Steel shall be entitled to receive a patent for the lot above described.

C. F. MOREHOUSE, *Register*.

No. 695.

LAND OFFICE AT OUACHITA, LA., *November* 17, 1831.

It is hereby certified, that in pursuance of law Ezra Steel, of Concordia, Louisiana, on this day purchased of the register of this office the lot or quarter section number six, of township No. 14, in range number twelve east, containing one hundred and seventy $\frac{75}{100}$ acres, at the rate of two dollars and 6¼ [cents] per acre, amounting to $352.17, for which the said Ezra Steel has made payment in full, as required by law.

Now, therefore, be it known, that on presentation of this certificate to the Commissioner of the General Land Office, the said Ezra Steel, of Concordia, Louisiana, shall be entitled to receive a patent for the lot above described.

C. F. MOREHOUSE, *Register*.

[For Map see original.]

Table of contents.

Sec.	Area.	Sec.	Area.	Sec.	Area.
4	267.90	18	455.40	32	638.80
6	170.75	19	625.49	33	515.20
7	163.38	20	642.40	34	559.02
8	164.66	21	518.40	38	625.17
9	165.07	22	518.30	39	640.00
10	161.11	23	641.00	40	642.40
11	519.62	24	636.41	41	597.84
12	646.81	25	379.47	42	595.16
13	298.36	26	642.84	43	596.80
14	291.64	27	644.40	44	579.58
15	638.40	28	640.00	45	42.81
16	640.80	29	676.77	49	65.00
17	641.64	31	527.03		
	4770.14		7348.41		5897.78
					7348.41
					4770.14
Total area - - - - -					18,016.33

Claimants' names.	Sec.	No. of certif.	Area.
E. Marble - - - -	1	B. 1500	22.40
Thomas Marble - - -	2	B. 1505	221.48
James Ussuy - - - -	3	B. 1507	528.80
Ezekiel Lowe - - - -	5	B. 131	423.14
Joseph Turo - - - -	30	Rep'd 218	507.75
A. McCormack - - -	35	Prem.	138.85
Antonio Carrol - - -	36	B. 47	507.75
Richard Warner - - -	37	Rep'd 233	507.75
John Perkins - - - -	46	Pre.	489.00
Alex'r McCormack - - -	47	Rep'd 143	361.45
John Perkins - - - -	48	B. 231	301.00

The whole of this township was surveyed by Hugh Currie, deputy surveyor, in June, 1830, except the east boundary, which was surveyed by McPhaill & Currie, deputy surveyors, in January, 1829.

SURVEYOR'S OFFICE, WASHINGTON, (MISS.,)
February 21, 1831.

Examined and approved.
Signed, JO. DUNBAR,
Surveyor P. Lands S. of Tennessee.

Sugars Turner.

I, the undersigned, mayor of the town of Thibodeau, do hereby certify, that the said witness, Sugars Turner, has examined the said map in my presents, and placed his signature hereto, on this the 9th day of June, 1845, in the town of Thibodeaux, State of Louisiana.

J. R. NILES, *Mayor.*

GENERAL LAND OFFICE, *April 16th*, 1845.

I, Thomas H. Blake, Commissioner of the General Land Office, do hereby certify, that the annexed are true and literal exemplications of the originals on file in this office.

In testimony whereof, I have hereunto subscribed my name, and caused the seal of this office to be affixed, at the city of Washington, on the day and year above written. [L. S.]

THOMAS H. BLAKE,
Commissioner of the General Land Office.

Receipt of Joseph Holt.

Received of E. P. Fourniquet, esq., two hundred and fifty dollars, for Joseph Holt, esq., for fee, &c. April 22, 1838.

A. E. ADDISON.

Bill of sale from Benjamin S. Bynum to John Perkins.

Know all men by these presents, that I, Benjamin S. Bynum, of the county of Claiborne and of [the State of] Mississippi, for and in consideration of the sum of one thousand dollars to me in hand well and truly paid, the receipt whereof I do hereby acknowledge to have received, and am therewith fully satisfied and paid, have bargained and sold, and do by these presents bargain, sell, and deliver, unto John Perkins, of the county of Adams and State aforesaid, and to his heirs, a certain negro woman, called Mooney, (wife to Corneille,) and her three children, to wit, Caroline, about six years of age, Jesse, about four years of age, and Corneille, about eighteen months; which said negro woman Mooney is about twenty-eight or nine years of age, slave for life, and now the property, with her three children and future increase, of him, the said John Perkins, his heirs and assigns, forever.

In witness whereof, I have hereunto set my hand and seal, this fifteenth day of April, A. D. eighteen hundred and twenty-nine.

BENJAMIN S. BYNUM. [SEAL.]

Done in presence of—
JOHN P. FURNISS,
JOHN D. SMITH.

STATE OF LOUISIANA,
Parish of Concordia, ss:

Before me, George S. Guion, judge of the said parish, personally appeared John P. Furniss, of Adams county, State of Mississippi, and being duly sworn, he declares and says, that he was present and did see Benjamin S. Bynum sign, seal, and deliver the foregoing instrument of writing the day and year therein mentioned, for the uses and purposes therein expressed, and that he, this deponent and John D. Smith, signed their names thereto in attestation thereof; and further, that the slaves mentioned in the foregoing deed were domiciled in this parish at the date thereof.

JOHN P. FURNISS.

Sworn to and subscribed this 30th May, 1829.
GEORGE S. GUION, *P. Judge.*

STATE OF LOUISIANA,
Parish of Concordia:

I, George C. McWhorter, judge and ex officio recorder of mortgages in and for the parish aforesaid, do hereby certify, that the foregoing deed and attestation is a true copy from the records in my office.

In testimony whereof, I have hereunto set my hand and seal of my office this 28th June, 1845.
[SEAL.]
GEORGE C. McWHORTER,
Parish Judge.

Transcript of record in John G. Singleton vs. *E. P. Fourniquet et al.*

JOHN G. SINGLETON, complainant,
vs.
EDWARD P. FOURNIQUET et al., defendants.

Pleas before the honorable Robert H. Buckner, chancellor of the State of Mississippi, at a superior court of chancery continued and held on the day of , A. D. 18 .

Be it remembered, that heretofore, to wit, on the 6th day of January, one thousand eight hundred and thirty-seven, came the complainants, by their solicitors, and filed his bill of complaint, in the words and figures following, to wit:

To the honorable Edward Turner, chancellor of the State of Mississippi.

Your orator, John G. Singleton, humbly complaining, would respectfully represent unto your honor, that on the 17th day of June, 1782, Charles de Grandpre, lieutenant colonel in the armies of the kingdom of Spain, and then commandant civil and military of the port and district of Natchez, did, by authority of the Spanish Government aforesaid, grant to John Hartley, sr., a certain tract of land, containing by esti-

mation ten thousand acres, lying and being in what is now Claiborne county, State of Mississippi, on bayou Pierre, it being the western half of a body of land containing twenty thousand acres, and well known as the Lyman Mandamus tract. That shortly after said grant the said John Hartley made partition of said tract of land among his children, assigning one thousand thereof to his son Peter Hartley, one thousand to his daughter Elizabeth Hartley, one thousand to Jacob Hartley, one thousand to John Hartley, one thousand to Catharine Hartley, his daughter, and the remaining four thousand acres he reserved to himself, and continued the proprietor thereof until death. That in pursuance of said partition and assignment, the executed deeds of gift, conveying to each of his children before named their respective shares of a thousand acres. A certified copy of the deed to his son, John Hartley, (the original being lost, not in the power of your orator to produce,) marked (A), is herewith filed and prayed to be taken as part of this bill.

Your orator also refers to, and makes part hereof, a plat or chart, marked B, which, with its notes of reference, presents accurately delineated the shape, metes, and bounds, as well of the aforesaid tract of ten thousand acres, as of the several tracts allotted and conveyed, under the division aforesaid, to the children of John Hartley, sr.

Your orator also alleges, that the said John Hartley, sr., having departed this life, and the Government of the United States having by virtue of a treaty with the King of Spain assumed dominion and jurisdiction over the territory in which said tract of land was situated, the heirs and children of the said John Hartley, sr., presented their claim aforesaid, derived to them from the Spanish Government through their father, to the board of commissioners west of Pearl river, established by law of Congress, regulating the grants of lands, and providing for the disposal of lands of the United States south of the State of Tennessee; which board, having plenary powers for that purpose, after examination thereof, fully confirmed the said heirs of John Hartley, sr., in their claims aforesaid, according to the original grant from the Spanish Government and the partition and conveyance made to them by their father; which act of confirmation was accompanied by and adapted for the greater certainty of description, a plat of which, exhibit B, so far as the shape, metes, bounds, &c., of the tracts, hereinbefore enumerated are concerned, is a true copy.

Your orator further alleges, that the said John Hartley, (the 2d,) to whom the thousand acres, numbered 5 on the annexed chart, deeded by his father, died intestate, seized of the said land in fee simple, leaving two children, John Hartley (the 3d) and Christiana Hartley, to whom said tract of land descended. That the said Christiana intermarried with a certain John Burns, who, in conjunction with his said wife, Christiana, on the 17th day of March, 1824, sold and regularly conveyed the undivided half of the said thousand acres (being the interest of the said Christiana, as heiress) to Sugars Turner, who, on the same day, conveyed the same to John Perkins, and the said John Per-

kins, on the 25th of December, 1833, conveyed by deed to Edward P. Fourniquet all his right, title, and interest in and to the undivided moiety of said thousand acres, derived to him through the deeds from John Burns and wife, Sugars Turner as aforesaid, and the said Fourniquet still continues the proprietor of such interest, if any has passed to him by said deed from John Perkins. (Certified copies of the deeds from Burns and wife to Sugars Turner, and from Turner to Perkins, and from Perkins to Fourniquet, are herewith filed, and marked C, D, and E, and prayed to be taken as part of this bill; the originals being in the possession of the said Perkins and Fourniquet, and not in the power of your orator to produce.)

Your orator charges, that a very slight interest in said tract of a thousand acres vested in Edward P. Fourniquet under the conveyance aforesaid from John Perkins, inasmuch as the said John Perkins had previously divested himself of all interest in said tract, or, if interest he had purchased, he was estopped by his acts to assert the same. That, as the owner of a pretended claim of 1050 acres in the name of Elihu H. Bay, (which claim will hereafter be shown to be utterly null and void,) the said John Perkins, in 1822, conveyed to George Lake a tract of land, by metes and boundaries, containing by estimation 600 acres, which is more particularly described in said conveyance, (a certified copy of which, marked exhibit F, is prayed to be taken as part of this bill, the original being lost and not in the power of your orator to produce.) That the tract of 600 acres, conveyed to George Lake, embraced in its boundaries all the thousand acre tract deeded to John Hartley (the 2d) which lies south of Bayou Pierre, as exhibited on the accompanying chart, and which amounts to about 330 acres; and the said John Perkins having at the time of the conveyance aforesaid no valid title to said land, his subsequent purchase from Sugars Turner, and deed thereupon on the 17th of March, 1824, enured to the benefit of the said George Lake, and he was forthwith, by operation of law, invested with all the title of the said John Perkins, derived as aforesaid, to the said 330 acres lying south of Bayou Pierre.

Your orator charges, that the said George Lake, being thus vested with said title, did, on the 17th of February, 1829, convey the same to a certain John W. Thompson, by deed, which is marked exhibit G, and prayed to be taken as part hereof, and said Thompson still continues to be the owner and occupant of the 600 acres thus conveyed to him, which is particularly designated on the chart hereto annexed.

Your orator represents, that after the purchase of their undivided moiety of the 1000 acres from Burns and wife by Sugars Turner, and the conveyance of the same by Turner to John Perkins, the said Perkins being then the proprietor of the thousand acres deeded to Christiana Hartley, marked on chart B as number 4, and also of the thousand acres deeded to Jacob Hartley, and marked on chart B as numbered 3, did, by deed herewith filed and marked exhibit H, convey to a certain William R. McAlpin, on the 4th day of October, 1825, a tract of land containing one thousand acres, to be taken off of the northeast

end of the aforesaid two tracts of a thousand acres each, marked on the chart B as Nos. 3 and 4, and the undivided half of the one thousand acres deeded to John Hartley, jr., (the second) which said 1000 acres, thus conveyed to McAlpin, when, located according to the metes and bounds of the deed, includes two hundred acres of the John Hartley, jr., tract, and is so held and enjoyed by McAlpin under said conveyance. For a particular delineation of said tract deeded to McAlpin your honor is referred to chart B. McAlpin has since sold four hundred acres of his tract, and conveyed the same to Ananias Pate, who now occupies and owns it. Chart B represents truly its location, shape, and boundaries.

Your orator avers that the 200 acres thus sold and deeded by John Perkins to McAlpin, added to the 330 before sold and conveyed by him to George Lake, make an aggregate of 530 acres conveyed by him out of an undivided moiety of a tract of 1000 acres, which tract, however, upon survey, has been found to contain about one hundred and fifty acres of a surplus, or possibly a little more, which, after the conveyances above mentioned to Lake and McAlpine, would leave the said John Perkins the owner of an unlocated interest of about thirty-five or forty acres in the said tract of 1000 acres, numbered 5 on chart B, and which unlocated interest of 35 or 40 acres is all, as your [orator] charges, that passed from John Perkins to Edward P. Fourniquet, under the conveyance hereinbefore set forth.

Your orator, further showing, alleges, that John Hartley, (the third,) son of the second John Hartley, jr., and to whom descended, as already stated, an undivided moiety of said tract of 1000 acres, numbered 5, intermarried with a Miss Harriet Sharkey, and then died, leaving as the issue of said marriage an infant, to whom descended the undivided moiety of said 1000 acres of land—the said Hartley having died the owner thereof and intestate; that shortly thereafter the said infant heir departed this life intestate, leaving no issue, and having living no brother or sister, or the descendants of either; and the father thereof being dead, his mother, the said Harriet, inherited, as heir, the said undivided moiety. Afterwards, while thus invested with said undivided moiety, the said Harriet intermarried with a certain Walter Strother.

Your orator states, that John Hartley, jr., (the 2d,) left a widow, Deborah Hartley, who was entitled during her life to one-third of said tract of 1000 acres, numbered 5, as her dower; that Perkins, having by his conveyances aforesaid to McAlpin and Lake located his interest in said tract in the southern and northern portions thereof, the said Deborah, not wishing to disturb the vendees of the said Perkins, with Perkins's assent, and that of his said vendees and of their co-tenants in common, Walter Strother and wife, did locate her said dower interest of 333⅓ acres on the north of Bayou Pierre, having the said bayou for its base line, and running up said tract, northeasterly, the full width thereof for quantity; which dower interest the said Deborah Hartley, for a valuable consideration, sold and conveyed to your orator, by deed

bearing date 8th of February, 1826, (and which, marked exhibit R, is made part hereof.) Your orator, immediately thereafter, took possession of said tract of 333⅓ acres, and commenced improvements thereon, and in the year following purchased the same from the said Walter Strother and Harriet, his wife, who were entitled in right of the said Harriet to an undivided moiety of the [said] 1000 acres, and the said Strother and wife, by deed dated 1st of October, 1827, conveyed the same to your orator. Said tract is truly delineated on chart B, according to the metes and bounds set forth in said deed, which, marked L, is made part hereof.

Your orator alleges that, having taken possession of said land in 1826, he proceeded to clear the same, which was very heavily timbered, and has with great toil and expense succeeded in clearing, enclosing, and putting in cultivation about two hundred acres thereof; that he erected a valuable dwelling-house, mill, gin-house, and other out-houses thereon, and has made it his home from 1826 until the present time; that by his improvements aforesaid, which are permanent and valuable, he has greatly enhanced the value of said 333⅓ acres, which he considers, in consequence of said improvements, worth $60 per acre. He charges that said improvements were made by him in good faith, and before the partition hereinafter mentioned, and from a thorough conviction that he was entitled to hold and enjoy the said tract of 333⅓ acres, on which they were made, in the shape and with the metes and bounds assigned it in said deed from Deborah Hartley and Walter Strother and wife, and which are exhibited on chart B by letters XXXX. He likewise alleges, that he took possession of said tract, and claimed and located it with said shape and boundaries, and made said improvements with the full knowledge of his co-tenants in common, George Lake, John W. Thompson, John Perkins, William R. McAlpine, and Walter Strother and wife, and with their full acquiescence, and that they still acquiesce therein, with the exception of the said Edward P. Fourniquet and John Perkins, the former acting, as your orator believes, under the influence and promptings of the latter, who, after having acquiesced in the residence of your orator on said tract of land, for about ten years, and in the vast and valuable improvements made by his labor and means, is now fraudulently striving to have them seized from him, and transferred to his relative, the said E. *P.* Fourniquet. Your orator alleges, that during his residence upon said land he became temporarily embarrassed, and under an execution, at the suit of William Dobson, said tract of 333⅓ acres was levied on and sold by the sheriff of Claiborne county, Mississippi, and by him on the 18th day of May, 1830, under the description of the lands whereon the defendants (in said execution, to wit, your orator and heir, his mother, Ann G. Singleton) then resided, conveyed to Daniel Vertner, the purchaser thereof, at said sale; that afterwards, your orator having continued his residence upon said land, re-purchased said tract, with all its appurtenances and rights thereto attached, (but more especially

the right of having vacated and annulled a certain unjust partition of said lands made in the mean time by commissioners, and which is hereinafter particularly set forth,) of said Daniel Vertner, who, on the 2d day of May, 1836, deeded the same with all the rights aforesaid to your orator, who now owns the same in fee simple, in the same manner as he owned and held it before the sale thereof by the sheriff, and his residence thereon, and has been from the year 1826 until the present moment continuous and uninterrupted. He makes part hereof said two last mentioned deeds, marked as exhibits S and M; also a copy of the proceedings in the suit in the name of William Dobson against your orator, under the judgment obtained, in which said land was sold, is marked exhibit O, and made part hereof.

Your orator states, that the said Harriet Strother has departed this life, leaving as the only issue of her marriage with the said Walter Strother an infant daughter, Jane, to whom has descended the remainder of the undivided moiety of said 100 acres, owned by her mother as aforesaid, and unconveyed by her in her lifetime, amounting to about 235 or 240 acres, subject to a tenantcy by courtesy in the said Walter Strother, during his natural life; which said 235 or 240 acres, they, the said Walter Strother and his daughter Jane, hold as aforesaid, as tenants in common with the before named claimants, John W. Thompson, William R. McAlpine, Ananias Pate, Edward P. Fourniquet, and your orator. Your orator further showing, represents, that the said Edward P. Fourniquet, confederating with the said John Perkins, and others unknown to your orators, in the year 1834, by falsely and fraudulently representing to the then judge of the probate court of Claiborne county, that he was the owner of an undivided half of said 1,000 acres, numbered 5, and that your orator was the owner of the other, procured from said judge, acting under an act entitled an act concerning the partition of land held by co-parcenary, joint tenants, and tenants in common, an order appointing Thomas Freeland, H. Carpenter, and H. O. Anderson, commissioners to make partition of said tract of 1,000 acres between said Fourniquet and your orator, which said commissioners having acted under said appointment, made their report to the probate court of Claiborne county, which was received and recorded, a duly certified copy of which, marked N, is made part hereof; by which report it will be seen that said commissioners, acting in utter disregard, or as your orator would more charitably infer, in the blindest ignorance of the character and intent of the interest of the parties concerned, allotted to the said Edward P. Fourniquet 581 acres of said tract, and to your orator 631 acres, having divided said tract by a line running parallel with the side lines thereof, from end to end, and having assigned to your orator all the land lying to the southwest of said dividing line, and to said Fourniquet all lying to the northeast thereof. Now, your orator avers, that by the said partition and report, the most manifest injustice has been done not only to his co-tenants, John W. Thompson, William R. McAlpine, Ananias Pate, Walter Strother, and Jane Strother, but also to himself, and to the said

Daniel Vertner, of whose interest in the premises your orator is the proprietor, and with whose rights of action thereto, in any manner belonging or attached, your orator is by the deed aforesaid fully invested, which injustice is displayed in the following particulars, to wit:

First. That the 581 acres allotted to said Fourniquet includes within it the dwelling-house, mill, gin-house, and other out-houses of your orator, together with the 200 acres (excepting only a few acres) before described as cleared by him, and as constituting his farm and house, and which is worth at least $60 per acre; when in justice and equity, as already shown, the said Fourniquet is not entitled to more than 35 or 40 acres under his deed from Perkins, and is estopped from claiming that within the improvements of your orator by the acts of his grantor, the said John Perkins, and which acts have been already herein enumerated.

Second. That the six hundred and thirty-one acres allotted to your orator is, with a very slight exception, in the forest, and very heavily timbered, and much of it swamp land, and is not worth, averaging the tract, exceeding twenty dollars per acre.

Third. That the portion of the land allotted him lying south of Bayou Pierre, and consisting of about 175 or 80 acres, is, as already shown, the property of John W. Thompson, conveyed to him by George Lake, the grantee of Perkins, and has been and is still owned and occupied under said conveyances, with the full assent of all others having an interest in said 1,000 acres tract, marked number (5,) and your orator can never obtain possession or become invested with the proprietorship thereof under said allotment.

Fourth. That by said report and partition the interest of said Daniel Vertner, John W. Thompson, William R. McAlpin, Ananias Pate, Walter Strother and Jane Strother, his daughter, shown before at the date of said report to have been co-tenants in common of said tract, or a larger portion thereof, have been pretermitted and utterly disregarded.

Fifth. That a large part of the tract assigned under said partition, lying north of Bayou Pierre, (being the north-east part of said assigned tract,) belongs to said Walter Strother and Jane, his daughter, in manner before shown; and your orator, and the other joint proprietors, having assented to a general location, without defined metes and bounds, of the claim of said Strother and daughter, in that end of the tract, your orator has now no right, and can derive none from said partition, to assert title to that portion of the tract allotted to him.

Sixthly and lastly. The said commissioners committed manifest error and injustice in regarding in their partition the claim of Elihu H. Bay for 1050 acres, (purchased in by said Perkins,) and which embraces in its nominal boundaries all that portion of the 1000 acres tract numbered (5,) which lies south of Bayou Pierre. The said claim of Bay being, as your orator avers, utterly null and void, in this, that it is derived from a grant for 20,000 acres, said to have been made by the then British Government of West Florida to Thaddeus Lyman, about the [year] 1775 or '6, which grant being for land north of the 31st de-

gree of north latitude, and the owner thereof not having been, on the 27th of October, 1795, an actual settler within the territory of Mississippi, the same derived no validity from the articles of agreement and session between the United States and Georgia, and being for land without the territorial limits of the said governor of West Florida, the said grant was intrinsically vicious and inoperative, and that said grant not having been regularly filed according to law, with the proper register of the land in the Mississippi territory, and not having been embraced in the report of the board of commissioners laid before Congress according to law, and the said 20,000 acres, which it purported to convey to Thaddeus Lyman, having been subsequently regranted by the Spanish government, (ten thousand acres thereof, as before shown, to John Hartley, sen'r, and the remaining ten thousand to Salome Lyman,) the said grant became, and was, and is, and all titles derived from it are, as your orator is advised and charges, null and void. Nevertheless, your orator alleges that the said Edward P. Fourniquet fraudulently availing himself of the legal advantage acquired under the partition made by said commissioners has, in the circuit court of Claiborne county, Mississippi, instituted an action of ejectment, in the name of John Doe, on the several demises of John Burns and Christiana his wife, Sugars Turner, John Perkins, and the said Edward P. Fourniquet, against your orator and his mother, Ann Singleton, who lives with him on said land, for the purpose of recovering from your orator possession of the said 333⅓ acres, and the improvements thereon; and inasmuch as the statute declares such partitions, however erroneously made, to be conclusive between the parties until re-examined by your honor upon bill filed, your orator fears that the said Fourniquet will obtain judgment in said action of ejectment against him and his said mother, and they will be turned out of the possession of his farm and home, unless prevented by the interposition of this honorable court, whose peculiar province it is to make just and equal partition between tenants in common, and others holding lands jointly, and to redress such frauds and unconscientious hardships as your orator is shown to be suffering under. In consideration of the premises, your orator prays the State's writ of subpœna may issue, whereby the said Edward P. Fourniquet, John Perkins, John W. Thompson, William R. McAlpine, Ananias Pate, Walter Strother, and Jane Strother, may be compelled to appear and make full and perfect answer to each and all of the allegations of this bill, in as ample a manner as if the same had been propounded to them by way of interrogatories; and that upon a final hearing of this cause, that your honor will re-examine and annul the partition aforesaid, made by said commissioners, and will, in the exercise of your honor's original and inherent jurisdiction upon this subject, decree a just and equal partition of said 1000 acres, marked 5, between the said Thompson, McAlpine, Pate, Strother and daughter, and your orator and the said E. P. Fourniquet, awarding to their respective interests therein, and decree that they convey to each other the tracts allotted to them under the partition, according to the course of this court; and especially that, under said partition, the 333⅓ acres, owned and oc-

cupied by your orator, be assigned him, in such manner as to include therein his said improvements, and with such shape and boundaries as he has hitherto enjoyed the same with the full assent of the said defendants; and that in the mean time the said Edward P. Fourniquet be enjoined from the further prosecuting of his said action of ejectment against your orator and Anne Singleton, for the said tract of 33⅓ acres, based as action of ejectment is upon the irregular and unjust partition of said commissioners, and grant to your orator all such other and further relief as to equity and justice may belong; and your orator, as in duty bound, will ever pray, &c.

HOLT & CHAPLAIN,
Complainant's attorneys.

THE STATE OF MISSISSIPPI, *Claiborne county, to wit:*

Personally appeared before the undersigned, justice of the peace in and for the county aforesaid, John G. Singleton, the complainant to the within bill, who on oath says, that the within facts as stated of his own knowledge are just and true, and so far as they are stated to be on the information of others, he believes to be true and correct.

JOHN G. SINGLETON.

Sworn to and subscribed, this second day of December, 1836, before the undersigned. N. McDOUGALL, *J. P.*

Let writs of subpœna and injunction issue, according to the prayer of the foregoing bill, on the complainant's entering into bond in the penal sum of ten thousand dollars, with William Bridges security, conditioned according to law. E. TURNER, *Chancellor.*

To the clerk of the superior court, January 6th, 1837, of chancery, or clerk of the circuit court of Claiborne county.

Exhibits not on file—Injunction Bond.

SUPERIOR COURT OF CHANCERY,
of the State of Mississippi, ss:

Know all men by these presents that we, John G. Singleton and William Bridges, are held and firmly bound unto Edward P. Fourniquet, his heirs, executors, administrators, and assigns, in the penal sum of ten thousand dollars; to which payment, well and truly to be made, we bind ourselves, our heirs, executors, &c., jointly and severally, by these presents. Signed and sealed this sixth day of January, A. D. 1837. The condition of the above obligation is such, that whereas the above bound John G. Singleton has this day obtained from the honorable Edward Turner, chancellor of the State aforesaid, to enjoin and restrain the said Fourniquet from the further prosecution of a certain action of ejectment now pending in the Claiborne circuit court, in the name of John Doe, on the several demises of John Burns and Christiana, his wife, Sugars Turner, John Perkins, and the said Fourniquet, against the said John G. Singleton and Anne Singleton, until the same, and the matters and things set forth in complainant's bill can be heard and determined in the

superior court of chancery of the State of Mississippi. Now, if the [said] John G. Singleton, in case the said injunction shall be dissolved, shall within thirty days thereafter pay and satisfy all damages and costs occasioned by the granting of this injunction, and pay all costs accruing in this court, and in all other respects abide and perform the decree of said chancery court, then this obligation to be void, else to remain in full force and virtue.

JOHN G. SINGLETON, [SEAL.]
WM. BRIDGES. [SEAL.]

Injunction.

THE STATE OF MISSISSIPPI:

Superior court of chancery, of the State of Mississippi, to Edward P. Fourniquet, your counsellors, agents, and attorneys, greeting:

Whereas it hath been represented to us, in our superior court of chancery, on the part of John G. Singleton, complainant, that he has lately exhibited his bill of complaint against you, Edward P. Fourniquet, and others, defendants, to be relieved, touching the matters in said bill contained. We, therefore, in consideration of the premises, and of the allegations in said bill contained, strictly enjoin and command you, the said Edward [P.] Fourniquet, your agents, &c., under the penalty of ten thousand dollars, to be levied of your goods and chattels, lands and tenements, to our use, that you absolutely refrain from the further prosecution of a certain action of ejectment now pending in the circuit court of Claiborne county, in the name of John Doe, on the several demises of John Burns and Christiana, his wife, Sugars Turner, John Perkins, and the said Edward P. Fourniquet, against the said John G. Singleton and Anne Singleton, and from any further proceeding against the said complainant touching any of the matters in said bill contained, until our said court shall make another order to the contrary.

Witness the honorable Edward Turner, chancellor of the State of Mississippi, at the court-room, in the town of Jackson, the first Monday in January, in the year of our Lord one thousand eight hundred and thirty-seven, and of the sovereignty of the United States the sixty-first.

Issued the 6th day of January, 1837, to the sheriff of Adams county.

[SEAL.] R. L. DIXON, *Clerk*.

Return.

Served personally with a copy on E. P. Fourniquet, 12th July, 1837.

W. H. CHAMBERS, *Sheriff*.
By MARK IZOD, *D. S.*

Subpœna.

THE STATE OF MISSISSIPPI:

Superior court of chancery of the State of Mississippi, to wit, to John W. Thompson, William McAlpine, and Ananias Pate, greeting:

For certain causes offered before us, in our superior court in chancery

of the State of Mississippi, we command and strictly enjoin you, that laying all other matters aside, and notwithstanding any excuse, you personally appear at a superior court of chancery, to be holden at the court-room, in the town of Jackson, on the first Monday in July next ensuing, to answer to a bill of complaint exhibited against you and others, by John G. Singleton, complainant, in our said court, and further to do and receive what our said court shall have considered in this behalf, and this you shall in no wise omit under the penalty [of] one hundred dollars, as well as the consequences that may fall thereon; and have then there this writ.

Witness the honorable Edward Turner, chancellor of the State of Mississippi, at the town of Jackson, the first Monday in January, in the year of our Lord one thousand eight hundred and thirty-seven, and of the sovereignty and independence of the United States of America the sixty-first.

Issued 6th day of January, 1837, to the sheriff of Claiborne county, to execute and return.

R. L. DIXON, *Clerk*.

Sheriff's Return.

Received 23d January, 1837.

R. J. BLAND, *Sheriff*.

Executed on the within named persons, March 1st, 1837.

R. J. BLAND, *Sheriff*.
By JAS. DERRAH, *Deputy*.

Subpœna.

THE STATE OF MISSISSIPPI:

Superior court of chancery of the State of Mississippi, to wit, to Walter Strother, Jane Strother, greeting:

For certain causes offered before us, in our superior court of chancery of the State of Mississippi, we command and strictly enjoin you, that laying all other matters aside, and notwithstanding any excuse, you personally appear at a superior court of chancery, to be holden at the court-room, in the town of Jackson, on the first Monday of July next ensuing, to answer to a bill of complaint exhibited against you and others, by John G. Singleton, complainant in our said court; and further to do and receive what our said court shall have considered of in this behalf, and this you shall in no wise omit, under the penalty of one hundred dollars, as well as the consequences that may fall thereof, and have you then this writ.

Witness the honorable Edward Turner, chancellor of the State of Mississippi, at the town of Jackson, the first Monday in January, in the year of our Lord one thousand eight hundred and thirty-seven, and of the sovereignty and independence of the United States of America the sixty-first.

[SEAL.]

Issued the sixth day of January, 1837, to the sheriff of Hinds county, to execute and return.

R. L. DIXON, *Clerk*.

Received 9th January, 1837.

W. C. DEMOSS, *Sheriff*.

Executed February 10th, 1837.

W. C. DEMOSS,
B. G. HOUGHTON, *D. S.*

Subpœna.

THE STATE OF MISSISSIPPI:

Superior court of chancery of the State of Mississippi, to wit, to Edward P. Fourniquet and John Perkins, greeting:

For certain causes offered before us, in our superior court of chancery of the State of Mississippi, we command and strictly enjoin you that, laying all other matters aside, and notwithstanding any excuse, you personally appear at the superior court of chancery, to be holden at the court room, in the town of Jackson, on the first Monday in July next ensuing, to answer to a bill of complaint exhibited against you and others by John G. Singleton, complainant in our said court; and further to do and receive what our said court shall have considered of in this behalf; and this you shall in no wise omit, under the penalty of one hundred dollars, as well as the consequences that may fall thereon; and have then there this writ.

Witness the honorable Edward Turner, chancellor of the State of Mississippi, at the town of Jackson, the first Monday in January, in the year of our Lord one thousand eight hundred and thirty-seven, and of the sovereignty and independence of the United States of America the sixty-first.

Issued the sixth day of January, 1837, to the sheriff of Adams county, to execute and return.

R L. DIXON, *Clerk*.

Served personally, with a copy, on E. P. Forniquet 12th January, 1837, on John Perkins, 25th.

W. H. CHAMBERS, *Sheriff*.
By MARK IZOD, *D. S.*

Subpœna.

THE STATE OF MISSISSIPPI:

Superior court of chancery of the State of Mississippi, to wit, to John Perkins, greeting:

For certain causes offered before us, in our superior court of chancery of the State of Mississippi, we command and strictly enjoin you, that, laying all other matters aside, and notwithstanding any excuse, you personally appear at a superior court of chancery to be holden at

the court room, in the town of Jackson, on the first Monday in July next ensuing, to answer to a bill of complaint exhibited against you and others by John G. Singleton, complainant in our said court, and further to do and receive what our said court shall have considered of in this behalf; and this you shall in no wise omit, under the penalty of one hundred dollars, as well as the consequences that may fall thereon; and have then there this writ.

Witness the honorable Edward Turner, chancellor of the State of Mississippi, at the town of Jackson, the first Monday in January, in the year of our Lord one thousand eight hundred and thirty-seven, and of the sovereignty and independence of the United States of America the sixty-first.

[SEAL.]

Issued 12th day of January, 1837, to the sheriff of Lowndes county, to execute and return.

RICHARD L. DIXON, *Clerk*.

This came to my hand the 18th of January, 1837.

JN. BYRN, *Sheriff*.

Executed this writ on John Perkins, Friday, 30th June, 1837, by delivering him a copy of the same.

JN. BYRN, *Sheriff*.

The answer of John Perkins.

And afterwards, to wit, on the 5th day of July, A. D. 1837, came the defendant, and filed his answer to the bill of complaint in the words and figures following, to wit:

The separate answer of John Perkins to the bill of complaint exhibited against him and others by John G. Singleton, in the court of chancery of the State of Mississippi.

This defendant, now and at all times saving to himself all exceptions to complainant's said bill of complaint, in answer thereto, or so much thereof as he is advised is material for him to answer unto, answers, and in answering says, that he admits, (according to his information and belief,) twenty thousand acres of land were granted by the British Government to Thaddeus Lyman, situated as mentioned in said bill of complaint, being the first and original grant of said tract of land to an individual, and known as Lyman Mandamus tract." And although said Thaddeus Lyman did not in his lifetime take the titles thereto out of the proper office, yet, shortly after his death, his son and heir, Lyman, did clear said titles out of the office, and thereby acquired, as this defendant believes, a valid and complete title to said land against the claims of all others; and sold four thousand acres of said Mandamus tract off the west half thereof, in tracts of one thousand acres each, to Peter Van B. Livingston, Evans Jones, Elihu Hall Bay, and McCullough, as can be fully proven and shown whenever necessary; and this defendant purchased said tract of a thousand acres held by Elihu Hall Bay, and the tract of a thousand acres held by said McCullough

under said Lyman, which titles to said two tracts this defendant is willing and ready at any time to produce, and submit to this honorable court, and which this defendant insists upon as a legal and equitable title in him, and those claiming the same lands under him. With regard to the acts of the Spanish Government, or her Governors, touching the lands mentioned in complainant's bill, this defendant states the fact to be, to the best of his information and belief, that, after the Spanish authorities took possession of this country, succeeding Great Britain, said authorities confiscated the eastern half of said Lyman Mandamus, and subsequently regranted it to different individ*ends*; and the west half said authorities of Spain had sold for the debts of said Lyman, as this defendant is informed and believes, and which he insists they have no right to do, especially as to the tracts which had been sold to said Livingston, said Bay, said Jones, and said McCullough, as already stated.

This defendant admits that said John Hartley, the elder, became the purchaser for about five hundred dollars, as defendant believes, of said ten thousand acres, being the western half of said Lyman Mandamus, when so sold by the Spanish authorities, as stated. But this defendant denies that said purchase could, in law or equity, as he is advised and verily believes, at all interfere with, affect, or in any wise supercede the titles as conveyed by said Lyman to said Livingston, said Bay, Jones, and McCullough, as aforesaid, and subsequently conveyed by said Bay, as to the Bay and McCullough tracts of one thousand acres each as aforesaid, to this defendant; copies of which conveyances are hereto annexed, marked 1, , and prayed to be taken as a part of this answer.

This defendant admits that said John Hartley divided his said purchase into lots or tracts, running across his purchase, being ten in number, and each containing better than one thousand acres; and he admits that said John Hartley, the elder, partitioned off and conveyed, or divided said lots among his children and widow, as stated in said bill of complaint.

This defendant admits that the board of commissioners, under the authority of the United States, may have confirmed said John Hartley's title to him, and those claiming under him; but he alleges it could have no validity as to the rights of said Livingston, said Bay, said Jones, and said McCullough; and so far as the confirmation of said Hartley's claim affected or covered the land of said persons last named, or the two tracts purchased by this defendant from said Bay, (being Bay's thousand acre tract, and the thousand acre [tract] of McCullough, sold by said McCullough to the said Bay, as aforesaid, and which titles thus derived from said Lyman, and originally from the British Government, had also been confirmed by said board of commissioners. This defendant admits that he purchased the undivided half of the tract or lot marked number 5, on the plat or chart accompanying complainant's bill, and marked exhibit B, from Sugars Turner, and that he derived it from *from* Burns and wife; and that this defendant conveyed to E. P. Fourniquet all the lands he then held north of the Bayou Pierre, including a portion then unsold of the Bay and McCullough tracts, as well as also

whatever this defendant might have in the Hartley claim. The deed by this defendant to said Lake, and by said Lake to John W. Thompson, designates the tract sold under those deeds to lie on the south side of the south branch of Bayou Pierre, and to be part of the tract of land purchased by this defendant from Elihu Hall Bay, as aforesaid, and under which purchase this defendant believes he had a perfect title to it, and under such a title sold and conveyed it, as aforesaid, to said Lake, and the said Lake afterwards conveyed to said Thompson. This defendant refers to the copy of his deed to W. R. McAlpine, annexed to complainant's bill as an exhibit, to show that, with regard to the tract marked number five, of which he purchased the undivided half from Sugars Turner, as aforesaid, except so far as covered by the paramount title covered by the McCullough tract, and acquired from said Bay, as already fully stated, *to show that* it was clearly understood between him and said McAlpine, that the one thousand acres conveyed to said McAlpine was to be taken off the north-east side of said tracts mentioned in said deed; and that when said tract, marked No. 5, should be divided off between this defendant, or those claiming under him, and the owner of the other half, that said McAlpine should have of the north-east portion of that allotted to this defendant, or his donee or grantee, (as the case might be,) such portion as, with the portion he was to have from the two thousand acre tracts, each would make to him his complement of one thousand acres, as conveyed to him by his said deed. This defendant admits that the complainant first became purchaser of the dower interest of the widow in said lot or tract of land marked No. 5, an exhibit to said bill, for, according to his recollection, the sum of seven hundred dollars; which, however, was after this defendant's purchase from said Turner; and that said widow, from whom he purchased, died very soon after said purchase by said complainant, being in the same year, as this defendant believes. That this defendant admits that said complainant purchased from said Strother and wife, as stated in their deed to him, except so far as the same was not, and is not, covered by the title acquired by this defendant from Elihu Hall Bay, as aforesaid, embracing the Bay and McCullough tracts as aforesaid; and also admits the sale to Daniel Vertner, at sheriff's sale; and admits that Daniel Vertner may have since reconveyed the property back to said complainant, as said copy of a deed, annexed to complainant's bill, and an exhibit, would show; and as this defendant has no knowledge of the originals of the deeds of Strother and wife, and the sheriff of Claiborne county and Vertner, this defendant requires the production of the originals, and the proof of them. This defendant positively denies that said complainant cleared the land as stated in said bill, and erected the buildings, and made the improvements thereon, with the approbation of this complainant, or of said Forniquet; on the contrary, said complainant first entered the land and commenced clearing and improving the same under his purchase of said dower interest, as stated in said bill, but which terminated shortly after said purchase by the death of said widow; and he continued to occupy and improve it, although notified by this defendant

as early as the year 1826 or 1827, that he would require complainant to pay rent for his undivided half, and for his use of it; and also notified him again, in like manner, in about 1828, and subsequently in about the year 1831 or 1832, instituted proceedings in the probate or orphan's court of Claiborne county, where the lands lie, for a division of said tract, but which were not prosecuted to a final determination for causes over which this defendant himself had no control. This defendant admits that E. P. Forniquet applied for a division of said tract or lot number 5, and that the same was regularly divided under an order of the probate court of said county, by three impartial persons, appointed as commissioners, and that the said Daniel Vertner, the then owner of the undivided portion claimed by complainant of said tract, attended while said division was making; that the same was done upon due notice, and according to the statute in such case made and provided. And this defendant insists upon the proceedings and decrees of the probate or orphan's court of Claiborne county, as conclusive upon said complainant and a complete bar to his said bill, and all relief therein sought, in the same manner as if the same were specially pleaded. For this defendant also avers that, to the best of his belief, said Singleton, the complainant, was also present when said division was made by said commissioners as aforesaid.

THE STATE OF MISSISSIPPI, *Adams county, ss:*

John Perkins being sworn, says, that the matters and things set forth in his foregoing answer, of his own knowledge, are true, and those derived from the information of others he believes to be true.

JOHN PERKINS.

Sworn to and subscribed before me, this tenth day of March, A. D. 1837. WM. L. PURDEN, *J. P.*

Demurrer.

The separate demurrer of the defendant, E. P. Forniquet, not confessing or acknowledging the matters and things in complainant's bill of complainant against this defendant and others to be true, in manner and form as the same are set forth, as to the said bill, and to all relief sought thereby, doth demur generally. And for special causes of demurrer showeth: 1st. That complainant, at the time when said partition of land (complained of by him) was made, and which the object of his bill is to set aside, was not interested in the land so divided and set apart at the time when the same was divided, in any manner or by any title whatever. 2nd. That complainant shows neither in himself nor in his vendor (who held the title at the time of division now claimed by complainant) any undivided interest which could have been prejudiced or affected by the partition complained of. 3d. That whatever interest that complainant, or his vendor, had at time of partition, or now has in the premises in controversy, was a separate and ascertained interest and claim of all the lands within specific boundaries, which claim, if good at all, furnishes a full and complete defence at law, and is not recognisable in this court in review of partition made. 4th. That complainant

shows no legal or equitable interest in the land, the partition of which is the ground of his complaint.

For all which, and for divers other causes, this defendant doth demur in law to the said bill of complaint, and the matters and things therein contained, and invokes the judgment of this court, whether he shall be compelled to make any other or further answer thereunto, and prays to be hence dismissed with his costs.

JOHN HENDERSON, *Sol. for def't.*

And afterwards, to wit, on the 20th July, A. D. 1837, the following order was made, to wit: It appearing to the satisfaction of the court that the defendants, John W. Thompson, William McAlpine, Ananias Pate, and Walter Strother, have been served with process of subpœna, and that they have failed to plead, answer, or demur to the bill of complaint, according to law and the rules of court, therefore, it is ordered, that the allegations thereof be taken as confessed as to them. It is further ordered, that R. L. Dixon be appointed guardian ad litem of Jane Strother, an infant defendant hereto.

And afterwards, to wit, on the 24th day of July, A. D. 1837, the following order was made, to wit: The demurrer of defendant, Fourniquet, argued, submitted, and taken under advisement of opinion of the chancellor, to be given in vacation.

And afterwards, to wit, on the 6th day of February, A. D. 1838, the following order was made, to wit: 'The demurrer of the defendant, Fourniquet, to this bill having been submitted at the last term, the opinion of the court to be given as of that term, and the court being now sufficiently advised thereof, it is ordered that said demurrer be and is hereby overruled, and that said defendant aforesaid have leave to file his answer within one day by consent of his counsel.

And afterwards, to wit, on the 6th day of February, A. D. 1838, the following order was made: The death of complainant suggested, leave to revive this cause in the name of his legal representatives, and the cause continued.

Answer of Fourniquet.

And afterwards, to wit, on the 7th day of February, A. D. 1832, came the defendant, by his solicitor, and filed his answer to the bill of complaint, in the words and figures following, to wit:

The separate answer of Edward P. Fourniquet, one of the defendants to the foregoing bill of complaint of the said John G. Singleton, saving and reserving to himself, &c., to as much of said bill as he is advised is material for him to make answer, answereth and saith, that, though not within respondent's knowledge, he believes it probably true in substance, that such Spanish grant or order of survey was issued to the said John Hartley, sr., of date and description as complainant has alleged, and assuming to extend in form and boundary, as defendant believes, mainly corresponding with the plat exhibited, and that the same land was derived to said Hartley's representatives in portions and partitions, as in said bill set forth; and that the portion designated as as-

signed to John Hartley, sr., includes the land in controversy. Respondent has no knowledge or information on the subject of confirmation of the Hartley title by the U. S. land commissioners, but is informed and believes that no title by said land commissioners could effect more than a relinquishment of the claim of the United States to those claiming under said Spanish grant. This respondent, however, admits a good and sufficient title in the said John Hartley, sr., at the time of his death, to that portion of the lands specified in the plat or survey of the said John Hartley, sr's division, which lies northward of the Bayou Pierre and bounding on the Bay tract, but is advised and believes that said title was and is defective and inoperative in its pretensions to extend southward of said bayou; or, even if good and valid in such pretensions, that [neither] the said complainant nor the defendant have any legal and sufficient right therein to claim the adjudication of this court, as this defendant will hereafter explain. Admits the inheritance of John Hartley, the 3d, and Christiana Hartley, in equal undivided moieties of the said tract No. 5 (qualified as aforesaid.) Admits the marriage of said Christiana with Sugars Turner; the marriage of said John Hartley, 3d, with Harriet Sharkey; death of Hartley, 3d; death of his only child; and title, by inheritance, of a moiety of division No. 5 in the widow Hartley, and her subsequent marriage with the said Walter Strother. Admits the Deborah Hartley, widow of John Hartley, 2d, was in her lifetime entitled to dower in the whole of division No. 5, but is not otherwise informed, and does not believe, that said dower was ever assigned or set off to her at any time, and therefore denies that she had any dotal interest which could or did pass by her deed to this complainant. As for exhibit R, filed with his said bill:

Respondent denies, to the best of his information and belief, that the occupation by said widow, as distinguishing her dower by any specific allotment or boundary, was ever assented to by the said John Perkins, or that she ever did occupy by any kind of allotment whatever; and is informed and believes that said Deborah Hartley died within about a year or less after the date of exhibit R, and insists that, if any interest whatever was acquired to complainants by said exhibit R, it was but an unallotted dower interest in 333 acres, equal to 111.

Defendant admits the execution of the deed, filed with complainant's bill as exhibit L, but denies, from the complainant's own showing, and from the facts as this defendant is informed and believes, that the said Strother and wife, invested with said undivided moiety, as respondent admits they were, could sell, or did sell and convey, to complainants any interest whatever by said deed, which purports to convey by specific boundaries a specific portion of said undivided moiety, but that the equitable as well as legal interest of the said Harriet Strother's moiety still pertains to the said Harriet, if living, or to her legal heirs, if dead.

Respondent, though not knowing, believes it true, that complainant's, and the said Ann J. Singleton's, interest in the land now claimed by complainant was sold at sheriff's sale to the said Daniel Vertner, as

per the charge in said bill, and as per exhibit S; and believes it true that the said Vertner reconveys to complainant, as indicated by exhibit (M). Respondent believes, also, that complainant has retained possession of a portion of the land claimed by him since about the year 1826, but defendant is advised and believes that this possession was adverse to the will and interest of the said John Perkins, and so notified and known to complainant from the beginning. Denies that the complainant has made any improvements on said land in good faith, and with the approbation of said Perkins or this respondent, but charges that said complainant has, by force and stratagem, endeavored to exclude the said John Perkins and this respondent from a just and fair division of said land, as required by legal right and even-handed justice.

Respondent admits that the said John Perkins was the former proprietor of lots No. 3 and 4, as indicated on complainant's exhibit (B); also, that he purchased of Sugars Turner the undivided half of the lot No. 5, as set forth by complainant. Admits Perkins's conveyance to Wm. R. McAlpine of 1000 acres, to be laid off conformable with the terms of said deed of conveyance, and the right and title which said deed professed to convey. But respondent denies that said deed calls for any specific portion of the lot number 5, or that said Perkins conveyed or definitely located said deed on any specific portion thereof, or that said deed in letter or spirit authorized or professed to authorize the said McAlpine to make any specific location of his lines on lot No. 5, without a regular partition of said lot; but that said deed purported to convey only a part of the undivided half of said lot No 5, which, together with the portions of the other two tracts, sufficient to make a 1000 acres, was to be taken off the "northeast side or line of the 3 tracts," but of necessity, as respondent insists, subject to a division of the undivided interest in lot No. 5.

Respondent admits the sale by Perkins to Lake, and of Lake to Thompson, as by the complainant's exhibits, (F and G,) filed with complainant's bill, and that the said sale was a part of the tract derived by Perkins from Elihu H. Bay, and which the said Bay derived the same by deeds of lease and release, (before the declaration of American independence,) of date 4th Feb'y, 1775, from Thaddeus Lyman, and which was part of a larger grant of 20,000 acres, called the Lyman Mandamus, granted to the said Lyman by letters patent of his late majesty George the Third, under the great seal of his province of West Florida, of date the 2d of Feb'y, 1775, and which grant this respondent contends, at the time made, and the conveyance of part thereof to said Bay by Lyman, the patentee at the time conveyed, were both good and valid. Respondent admits also that the said Bay tract, and the tract by tract in divisions No. 6, 5, 4, and part of 3, as shown in complainant's exhibit, (B,) conflict with each other in manner resembling that shown in exhibit (B,) which conflict, this defendant presumes, is correctly shown by said exhibit south of the Bayou Pierre; but how far such conflict extends north of said bayou (if at all) respondent is not advised, and makes no admissions thereof. But respondent denies that said Perkins had no

valid title to the land sold by him to Lake until his purchase from Sugars Turner, (as complainant alleges,) but insists that his title under the Bay claim was good and valid, and *pretenemor* in its origin, and prior and better in right than the Hartley claim, which conflicted with its boundaries; and respondent denies the charge, either as a literal fact or legal inference, that said Perkins, by his conveyance to Lake, located his interest in said tract, or any part of his interest in the tract purchased of Sugars Turner, whether the boundaries sold to Lake, which were described and ascertained in his deed to Lake nearly three years before his purchase from Sugars Turner. Respondent denies, also, according to his information and belief, either as a fact or legal inference, that, though the Hartley title was paramount to the Bay claim, (which is not admitted,) that the subsequent purchase by Perkins of an undivided half of lot No. 5 would, in any sense, invest Lake, his prior vendee, of a different claim, with any specific portion of such undivided half as complainant alleges and pretends.

In addition to the original validity of the Bay claim, respondent is informed and believes, that the same has also been confirmed by the U. S. land *C.* comm'rs, by which the U. S. have relinquished to the claimants thereof whatever right or interest might have been asserted to them, and which act further maintain the prior and better right of said claim, even the unfounded, illegal, and void pretensions of the Spanish grant to Hartley the 1st, as respondent is advised. Respondent is also further advised that the British patent to Lyman, being legally and fully executed, and its pretensions duly urged and relied on before the board of commissioners, west of Pearl river, as directed by law, and conflicting as it did with the pretensions of the Spanish grant to Hartley 1st, was, and is, good and effective against said Spanish title, under any circumstances, until a judicial decision had in favor of said Spanish title, on a direct issue between their pretensions, which respondent believes has not been had. Respondent admits his purchase of said Perkins the undivided interest then had in lot No. 5, as per the deed of Perkins, shown in copy by complainants as exhibit (E;) but whether the Hartley should or should not be paramount to the Bay claim, respondent disclaims all pretensions thence south of the Bayou Pierre, and at the same time insists that this complainant has no right whatever to investigate the pretensions of the Hartley claim south of said Bayou, inasmuch as he shows no claim whatever to any undivided interest in the Hartley lot No. 5, but only a deed for a specific portion of said lot No. 5, from those who had, as respondent contends, no right to sell a specific portion. Respondent admits his proceeding to obtain partition of his interest, purchased of Perkins in lot No. 5, as indicated by complainant's exhibit (N.) Denies all fraud charged by complainant against him, and avers that said partition was made fairly, and in good faith, and executed by commissioners whose integrity is above all suspicion, and whose intelligence and integrity are alike incapable of being aspersed from such a source as now covers the imputations now cast upon them in the complainant's bill. Respondent admits, the part allotted to

him is more satisfactory to him than the other part would be, not because the land is intrinsically more valuable, so far as he knows or believes, but because it adjoins other lands owned and cultivated by him. He believes the division, in all respects, reasonable and just. A part of the land allotted to this respondent, though improved, is also considerably worn, and for which improvements, so far as made by complainant, was made without right, and in bad faith, as shown by the warrantee of Strother and wife against the claim of said Perkins; for the use and occupation of which land, respondent is informed and believes, complainant has been frequently notified by Perkins that rent would be demanded of him. Respondent insists also that the partition now made, corresponding, as per compl't exhibit (B,) with the previous location, by McAlpine, of his portion in Perkins' undivided moiety, is presumed to be satisfactory to said McAlpine, and furnishes another reason for its conformation. But respondent insists that the supposed injustice of said partition to McAlpine, Thompson, Pate, and the Strothers, as set forth in complainant's bill, furnishes no ground for the interposition of this court at the instance of the complainant, who has neither a divided or undivided interest in the claim Respondent insists said partition has been legally and equitably, correctly and honestly, made, and he relies upon the same as valid, and prays the same may be confirmed by this court; and having fully answered all the matters and things which he is advised is material for him to make answer unto, prays to be dismissed, with his reasonable costs in this behalf expended.

JOHN HENDERSON,
Solicitor for defendant.

HANCOCK COUNTY, *ss:*

Personally appeared before me, John S. Buist, a justice of the peace in and for said county, Edward P. Fourniquet, who, being duly sworn, deposeth and saith, that the matters and things in his foregoing answer to the bill of complaint of John G. Singleton, as the same are therein set forth and contained, are true, in form and substance, to the best of affiant's knowledge, information, and belief.

E. P. FORNIQUET.

Sworn and subscribed before me, this 28th day of October, 1837.
JOHN S. BUIST, *J. P.* [SEAL.]

And afterwards, to wit, on the 11th day of January, A. D. 1839, the following order was made, to wit:

The death of the complainant having been suggested at a former term of this court, and the cause ordered to be revived in the name of his legal representatives, and said representatives having failed so to do, it is ordered that this cause be abated. It is further ordered, that the defendants recover of complainant the costs of this suit to be taxed. It is also further ordered, that said Ann J. Singleton have leave to withdraw the complainant's exhibits.

THE STATE OF MISSISSIPPI:

I, Robert Hughes, clerk of the superior court of chancery of the State aforesaid, do hereby certify, that the foregoing thirty-six pages contain as full, true, perfect, and complete a transcript of the record and proceedings in the case of John G. Singleton against Edward P. Fourniquet and als., in said court, as the same now remains in my office.

In testimony whereof I hereto subscribe my name, and have caused the seal of said court to be affixed, the 26th day of November, [SEAL.] A. D. 1845.

ROBT. HUGHES, *Clerk*.

THE STATE OF MISSISSIPPI, *sct:*

I, Stephen Cocke, chancellor of the State aforesaid, do hereby certify, that Robert Hughes, whose signature is to the foregoing certificate, is now, and was at the time of making said signature, clerk of the superior court of chancery aforesaid, duly commissioned and qualified according to law; and that his certificate and attestation are in due form.

In testimony whereof I hereunto subscribe my name, this 26th day of November, 1845.
[SEAL.]

STEPHEN COCKE.

Superior court of chancery of the State of Mississippi, June term, 1845.

ANN J. SINGLETON
vs.
E. P. FOURNIQUET, John Perkins, John W. Thompson, William R. McAlpine, William Bridges, Walter Strother, and Jane Strother. } 1431.

This cause came on to be heard this day, before his honor the chancellor, upon the bill, exhibits, and pro confesso taken in this cause. Whereupon his honor, being fully advised thereof, doth order, adjudge, and decree, that the partition of the land mentioned in the bill, made by virtue of an order of the probate court of Claiborne county, between defendant, Edmond P. Forniquet, and John G. Singleton, be, and the same is hereby, to be null and void. It is further ordered and decreed, that the title in severalty of said three hundred and thirty-three acres of land, mentioned in the bill and purchased by John G. Singleton in his lifetime from Walter Strother and wife, be and the same is hereby declared to be held by complainant in severalty. It is further ordered, that defendants be perpetually enjoined from further prosecuting the action of ejectment mentioned in said bill of complaint, and that they be perpetually enjoined from any further proceedings against complainants, by way of partition or otherwise, in relation to the division of the land mentioned in the pleadings. It is further ordered, that each party pay their own costs.

June 20th, 1845.

THE STATE OF MISSISSIPPI:

I, Robert Hughes, clerk of the superior court of chancery of the State aforesaid, do hereby certify, that the above and foregoing page contains a true and perfect copy of the decree in the case of Ann J. Singleton vs. E. P. Forniquet and al., No. 1431, as appears of record in my office.

In testimony whereof, I hereunto subscribe my name, and have caused the seal of said court to be affixed, this 12th day of [SEAL.] May, A. D. 1846.

ROBT. HUGHES, *Clerk*.
By J. L. McMANUS, *D. C.*

Benjamin, Mary, and Harriet Bynum, for expenditures on their succession on Lake Concordia, in account current with John Perkins, guardian, &c.

DR.

1828.			
January.	To cash paid for driving stock		$5 00
	To cash for five horses		200 00
	To cash paid overseer		638 75
	To cash paid W. C. Grissam & Co., for medicine		13 45
	To cash paid J. P. Walworth, for sundries		389 97
	To cash paid Doctor Gustine, for medical services		12 00
	To cash paid taxes		86 08
	To A. Fisk, for this amount for bagging and cordage, $69 61, interest, $1 82		71 45
	To A. Fisk, for this amount paid James Foster for shoes, $52 72, interest 78 cents		53 50
	To 7 new double and 14 single trees, *a* $4 each		31 50
	To 3 half worn ploughs		10 00
	To 1 new picket frow		4 50
	To 13 pair of harness, *a* $1 25		16 25
	To 4 iron wedges		5 00
	To 5 yards tow linen, *a* 17 cents		85
	To 10 yards muslin, *a* 25 cents		2 50
	To carryall or wagon		25 00
	To 11 harrow teeth, *a* $1 25		13 75
	To 8 barrels of meal, (pork barrels)		16 00
	To 12 new hoes, *a* 75 cents		9 00
	To 12 bridle bitts, $3, 1 *sny bells* for cart, $3		6 00
	To 1 iron bolt for cart tongue		75
	To 6 hoes		3 00
	To 6 barrels of seed corn, (pork barrels)		10 00
	To 344 yards tow linen, *a* 17 cents		77 48
	To 180 yards woolsey, *a* 50 cents		90 25
	To 3 ox yokes and staples		10 00
	To 140 barrels corn, *a* 43¾ cents		60 12
	To 499 bushels from Major Minor, on Lake Concordia		200 00
	To cash paid for boat		10 00
	To cash paid Mr. Smith for 9 barrels pork, July 21, 1828		95 00
	To B. & B., bill for pork, &c.	$14 00	
	To B. & B., for cash paid for hauling cotton	17 25	
			31 25
			$2198 38
	To balance		$64 20

We, the undersigned, have examined this account, and find balance due sixty-four [dollars] and twenty cents as above stated.

Succession account—Continued. CR.

By this sum collected by Benjamin S. Bynum of Moses Alexander for hire of negroes	$379 97
By hire of the negroes at the Briers	200 00
By hire of Billy, the weaver, at Somerset, weaving	50 00
By this sum being the nett proceeds of sales of 31 bales, being the crop of cotton raised by the succession	1102 16
By this sum of a horse given B. & B.	40 00
By B. S. Bynum, for this sum being the amount of Jos. Newman's note, collected for moss picked and sold him	44 50
The following articles sold Benjamin and Mary at the original cost, to wit:	
1 X cut saw and drawing knife	8 75
By 1 grind stone	3 25
By 3 chisels and two spades	4 00
By 3 French blankets	9 50
By 1 pot and oven, $5 65, 3 chairs and iron square	20 33
By 1 sett knives and forks, $1 25, plates, $2	3 25
By cups and saucers, milk crocks, &c.	3 00
By 1 auger and 1 dozen axes	22 25
By 3 wooden buckets, $2 62½, spoons, 62½ cents	3 25
By 1 gimblet, stylards, and 3 hoes	5 12½
By 1 hand saw, $2, hatchet, $1, S. irons, $1	4 00
By 1 foot adze, $1, auger and chisel, $1	2 00
By 6 Morford ploughs, 3 old ploughs	50 00
By hoes, $6 88, 10 pair trace chains	14 37½
By half bushel measure	75
By slate	37½
By sorrel mare	40 00
By double trees and single trees	31 50
By 1 picket frow	4 50
By pairs of hames	16 25
By iron wedges	5 00
By 5 yards tow linen, *a* 17—85 cents; 10 yards muslin	3 10
By 11 harrow teeth, hoes	13 75
By 12 bridle bitts, $3, snybells for cart	5 00
By cart bolt, 75 cents, ox yokes and staples, $10	10 75
By 1 ox cart	20 00
By 27 bushels corn on Lake Concordia	13 50
Balance	64 20
	$2198 38½

Circuit court of the United States for the fifth judicial circuit, holding sessions in and for the district of Louisiana.

To Samuel Wood, esq., clerk of the circuit court of Adams county, State of Mississippi, and Ralph North, esq., clerk of the probate court in and for the county and State aforesaid, or either of them.

Know ye, that, reposing special trust and confidence in your integrity and ability, we hereby authorize and require you that you call, and cause to come before you, Richard M. Ganis, Jefferson Beaumont, A. P. Merrell, Alvarez Fisk, and Samuel Davis, esqrs., and them duly examine on oath, touching and concerning certain matters and things in a case now depending in the said court, wherein Fourniquet and wife, and Ewing and wife, are plaintiffs, and John Perkins, defendant;

and the same examinations, so taken and reduced to writing, you certify under your hand and seal, and send them enclosed to this court without delay, to be read in evidence on the trial of said cause, and send also this writ.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States, at the city of New Orleans, this fifth day of June, anno domini 1845, and the sixty-ninth year of the independence of the United States of America.

DUNCAN N. HENNEN, *Clerk.* [SEAL.]

In the circuit court of the United States, for the fifth circuit and eastern district of Louisiana, in equity sitting.

E. P. FOURNIQUET and Wife, and
M. W. EWING and Wife,
vs.
JOHN PERKINS.

Interrogatories to be propounded to Alvarez Fisk, esq., a witness residing at Natchez, State of Mississippi, whose evidence, when taken, will be read on the part of the plaintiffs on the trial of the above entitled cause.

First interrogatory. Do you know the parties to this suit; how long have you known them?

Second. Did you or did you not, as a member of a commercial house, sell for the defendant his cotton crops from the year 1818 up to and including the crop of 1824? If yea, state the number of bales sold by you in each of these years, and the nett amount of each sale.

Third. Did you or did you not, in November, 1824, and in January and March, 1825, sell for the defendant his crop of cotton raised at his Somerset plantation in 1824? Did or not said crop amount to 268 bales, which weighed 118,687 lbs., and netted the sum of $18,367.16, or thereabouts?

Fourth. Please examine the account of the defendant, as it appears upon the books of your house, and say if the sums of money as follows, were or were not credited to his individual account, and at the dates specified, namely, May 3d, 1819, credited by the amount of F. and P. F. Bynum's note, and interest thereon, $63.90; same day with Francis Bynum's note, dated August, 1815, and interest thereon, $366; May 2d, 1820, order from Henry Rives, in favor of John Perkins, for $196; January 3d, 1831, amount of note, David and Thomas Alexander, $1,115.69?

Fifth. If, in answer to the second interrogatory, you state that your house sold no cotton for the defendant in 1818, then state if you do or do not know that, on or about that time, the defendant lost his gin house on his Somerset plantation, with a considerable amount of cotton therein; state fully all you know in relation to this matter.

Sixth. Did or did not your Natchez house, on the 3d day of May, 1819, pay and charge to the defendant a note of his, which he had given to Francis A. Bynum, for the sum of $2,660? Up to this date,

had you or had you not sold any of the defendant's cotton? Did or did not this payment, with other sums advanced by you to the defendant, leave him in your debt to the amount of $3,016.27, for which he gave you his due bill, payable in New Orleans? Was or was not the said due bill paid by a shipment to your New Orleans house of a lot of 85 bales of cotton, on or about the 19th day of May, 1819? Do or do you not know that the said 85 bales of cotton was a shipment from the Bynum plantation on Lake Concordia? Were you or were you not so informed or given to understand by the defendant?

Seventh. Do you not know, or believe, that the defendant has sold his former residence, in the neighborhood of Natchez, called the Briers, with about 50 acres of land attached thereunto, to John Watt for the sum of ten thousand dollars?

Eighth. Do you or do you not know and believe that the balance of the Briers tract of land still belongs to the defendant?

Ninth. Did or not your house sell the crop of cotton raised by the succession of Benjamin, Mary, and Francis Bynum, in the year 1828, that is, the crop raised by them after their negroes had been returned by the defendant to the old Bynum plantation on Lake Concordia? What number of bales did said crop amount to, and what did the whole crop weigh?

Tenth. About what time did young Mr. Bynum return from college and take possession of the Concordia plantation? Do you or do you not know that, on his return, the defendant exhibited debts against the said Bynum in favor of the said defendant to a large amount? Do you or do you not know that, to pay the said indebtedness, the said Benjamin S. Bynum gave his notes to the said Perkins for the sum of $3,000, and a note for the interest, on the last note stated, for $300, or ten per cent. interest per annum? Was or was not the said note or notes discounted by one J. D. Tyler, and subsequently paid by the crops of cotton raised by the said Benjamin, and after his death by the heirs of his estate?

Eleventh. Do you or can you set forth any other matter or thing, which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

JOHN HENDERSON,
Solicitor for complainants.

THE STATE OF MISSISSIPPI, *Adams county:*

E. P. FORNIQUET and Wife, and M. W. EWING and Wife,
vs.
JOHN PERKINS.

In pursuance of a commission directed to Samuel Wood, clerk of the circuit court of said county, and Ralph North, clerk of the probate court of said county, or either of them, by the honorable the circuit court of

the United States, for the fifth circuit and eastern district of Louisiana, I, Ralph North, clerk and commissioner as aforesaid, this day caused to come before me Alvarez Fisk, esq., a witness on the part of the complainants in the above entitled suit, to me personally known, who being first duly sworn to make true answers to the annexed interrogatories propounded to him, deposed as follows:

Answer to the 1st interrogatory. I know the parties to this suit. I have known the defendant, John Perkins, since the year 1819; and the complainants, E. P. Fourniquet and wife, for about ten years.

Answer to the 2d interrogatory. The first cotton sold by me for defendant was in the year 1819. The different houses with which I have been connected in New Orleans sold cotton for Judge Perkins also, in 1820, 1821, 1822, 1823, and 1824. Defendant shipped to deponent's house, in 1819, about the month of September, 210 bales of cotton, supposed to be principally the growth of the year 1818. In the months of April and May, of the year 1820, deponent's house received from the defendant 205 bales of cotton. In the year 1821, in the month of May, 231 bales; in the month of June, 1822, 321 bales; in the month of May, 1823, 246 bales; and in February, 1824, 88 bales, being the crop of the year of the great overflow, (1823;) and in November, 1824, and in January and March, 1825, 268 bales, supposed to be the growth of 1824. Not having possession of all my books at this time, I cannot say what the nett proceeds of the sales of all the cotton amounted to.

Answer to the 3d interrogatory. I did sell the defendant's crop in 1824. It amounted to 268 bales, weighing 118,687 pounds, and netted the sum of 18,367.16, or thereabouts.

Answer to the 4th interrogatory. On the 3d May, 1819, the defendant was credited on the books of my house, by the amount of F. & P. T. Bynum's note, and interest thereon, amounting to $63.90; and Francis A. Bynum's note, dated August, 1815, and interest thereon, amounting to $366; also, on the 2d May, 1820, with the order of Henry Rives, in favor of the defendant, for the sum of $196; and on the 3d January, 1831, by the amount of the note of David Alexander, in favor of Thomas Alexander, for the sum of $1,115.69.

Answer to the 5th interrogatory. I heard that the gin on Somerset place was burned at the time of the occurrence, and think that it was for this reason that the cotton of defendant was not sent to market so early in 1819, as it would otherwise have been; but I am not aware of any cotton having been burnt.

Answer to the 6th interrogatory. I find a charge against the defendant on the books of the Natchez house, dated May 3d, 1819, for the sum of $2,660, for an obligation of Judge Perkins, due F. A. Bynum. I remember the receipt of 85 bales of cotton on or about the 19th day of May, 1819, and that the same was a shipment from the Bynum plantation on Lake Concordia. The house of Rutherford, Fisk, & McNeill took the defendant's note for the sum of $3016.27, the balance of his account, the amount of which was settled with the proceeds of cotton from Somerset, as I believe.

Answer to the 7th interrogatory. I do.

Answer to the 8th interrogatory. I cannot speak positively, but believe that the balance of the Briar property still belongs to the defendant.

Answer to the 9th interrogatory. I did sell the cotton raised on Lake Concordia by the heirs of Benjamin Bynum, in the year 1828, amounting to 59 bales, the nett proceeds of which amounted to $2130.98, of which 28 bales were raised by Martin W. Ewing, and the residue by the other heirs.

Answer to the 10th interrogatory. I think young Benjamin Bynum returned from college about the month of November, 1828. I cannot find any entry on my books relative to the sum of money supposed to have been borrowed from Jared D. Tyler; but I find, on reference to my book, that the proceeds of a note drawn by Benjamin S. Bynum, in favor of John Perkins, amounting to $1485, discounted at 10 p. c. (proceeds $1350,) by S. Gray, from whom the last mentioned sum was borrowed, were placed to the credit of defendant.

Answer to the 11th interrogatory. I understood that there had been a difficulty between Judge Perkins and Martin W. Ewing, about negro hire, and that the matter was settled through Richard M. Gaines, who gave Ewing Judge Perkins's draft for $470.34 for the balance due Ewing. I never heard of any claims set up by Ewing against Judge Perkins for community property at Somerset. I have some remembrance of a doubt about the title to the land in Claiborne county, owned by Judge Perkins, a part of which was disposed of to Benjamin Bynum. The overflow of 1828 was the most disastrous one recollected to have occurred.

ALVAREZ FISK.

Sworn to before me, the 30th day of June, A. D. 1843.

RAL. NORTH.

UNITED STATES OF AMERICA,

State of Mississippi, Adams county, ss.

I, Ralph North, clerk of the probate court of said county, and a commissioner by special appointment of the honorable the circuit court of the United States for the fifth judicial circuit and district of Louisiana, by virtue of the annexed commission, do hereby certify, that on this 30th day of June, A. D. 1843, I was attended by the witness above named, Alvarez Fisk, who is of sound mind and lawful age, and the witness was by me carefully examined, and cautioned, and sworn to testify the whole truth, and the deposition was by me reduced to writing in the presence of the witness, and, after carefully reading the same to the witness, he subscribed the same in my presence. I have retained the said deposition in my possession for the purpose of sealing up and directing the same, with my own hand, to the court for which the same was taken; and I do further certify, that I am not of counsel or attorney to either of the parties in said deposition and caption named, or in any way interested in the event of the said civil cause named in the caption.

In testimony whereof, I have hereunto set my hand and seal of said probate court, this 30th day of June, A. D. 1843.

[SEAL.]

RAL. NORTH,

Clerk Probate Court, Adams county, Miss., and Com'r.

In the circuit court of the United States, for the fifth circuit and eastern district of Louisiana, in equity sitting.

E. P. FOURNIQUET and WIFE, and
M. W. EWING and Wife,
vs.
JOHN PERKINS.

Interrogatories to be propounded to Jefferson Beaumont, a witness residing at Natchez, in the State of Mississippi, which, when answered, will be read in evidence, on the trial of the above entitled cause, on the part of the plaintiffs.

Interrogatory first. Do you, or do you not, know the parties to this suit?

Second. Were you, or were you not, for a number of years an officer of the Bank [of the] State of Mississippi, at Natchez?

Third. Were you, or were you not, an officer in the said bank during the years 1817, '18, '19, '20, '21, '22, and '23, or any or all of these years?

Fourth. Was, or was not, John Perkins indebted to the said institution, for money loaned to him on or about the month of July, 1818; and for what sum or sums?

Fifth. Do you, or do you not, know when the indebtedness contracted by the said Perkins, on or about the year 1818, was paid; was it, or was it not, some time in the year 1822? Please state fully and particularly, giving the date of the several sums as borrowed, and also when each, or all of them, was paid to the said bank.

Sixth. Do you know, or can you set forth, any other matter or thing which may be of benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or matters in question in this cause? If yea, set forth the same fully and at large in your answer.

JOHN HENDERSON,
Solicitor for complainants.

In the United States circuit court, eastern district of Louisiana, in equity.

E. P. FOURNIQUET & WIFE, and
MARTIN W. EWING & WIFE,
vs.
JOHN PERKINS.

Cross interrogatories to be propounded to Jefferson Beaumont, on the part of defendant.

1st. How long have you known defendant, and where was he residing when you first became acquainted with him?

2d. Do you know at what time defendant moved from Louisiana into Mississippi to live? Where did the defendant and his family have their domicil, from the year 1818 until the death of Mrs. Perkins, the mother of the complainants; and when did she die? State, if you please, all the particulars within your recollection respecting the time

of the defendant's removal to Mississippi and the duration of his residence there.

3d. Do you know, and can you state, any other matter or thing material to the defendant; if so, please state the same fully and particularly, as if interrogated thereto?

R. N. & A. N. OGDEN,
Solicitors for Def't.

UNITED STATES OF AMERICA,
State of Mississippi, Adams county, ss:

E. P. FOURNIQUET and Wife, and
M. W. EWING and WIFE,
vs.
JOHN PERKINS.

In pursuance of a commission, directed to Samuel Wood, clerk of the circuit court, and Ralph North, clerk of the probate court of said county, or either of them, by the honorable the circuit court of the United States, for the fifth circuit and eastern district of Louisiana, I, Ralph North, clerk and commissioner as aforesaid, this day caused to come before me Jefferson Beaumont, a witness on the part of the complainants in the above entitled cause, to me personally known, who, being first duly sworn to make true answers to the annexed interrogatories propounded to him, deposed as follows:

Answer to first interrogatory. I do.

Answer to second interrogatory. I was.

Answer to third interrogatory. I was an officer of the Bank of the State of Mississippi from 1823 until its close.

Answer to fourth interrogatory. The books of said bank show a loan to John Perkins of three thousand dollars, on the 12th September, 1817, for sixty days, and on the 19th September another of one thousand dollars, for fifty-three days; which two notes, at maturity, were united into one, and renewed for sixty days, for the sum of four thousand dollars, and was continued by renewals every sixty days, the defendant, Perkins, making such payments as were from time to time required by the bank, until the 10th of May, 1822, when it appears to have been finally paid. The course of business of the bank was to discount or renew notes every sixty days, the debtors paying discount and such portions of the principal as might be required.

Answer to fifth interrogatory. I have answered this interrogatory in my answer to the fourth.

Answer to sixth interrogatory. The defendant removed from Louisiana to Natchez in 1818; the domicil of defendant and family, when they first removed from Concordia, was in the northern part of the city of Natchez, at a place known as the "Cottage," until he built the residence afterwards known as the "Briars," at which place Mrs. Perkins died. I do not recollect the time of Mrs. Perkins's death, nor at what time defendant left Mississippi. The step-daughters of the defendant,

the Misses Bynums, I believe, resided with the defendant until their marriage—the step-son until he became of age, except when abroad at school.

Answer to the first cross interrogatory. For some thirty years or more, while residing in Natchez, Mississippi.

Answer to second cross interrogatory. To this interrogatory, I answer as I have already answered, in my answer to the 6th direct interrogatory.

Answer to the third cross interrogatory. I do not know anything more material to the defendant.

J. BEAUMONT.

Sworn to and subscribed before me, the 30th day of June, A. D. 1845.

RAL. NORTH, *Clerk and Com'r.*

STATE OF MISSISSIPPI, *Adams county, ss:*

I, Ralph North, clerk of the probate court of said county, and commissioner, by special appointment, of the honorable the circuit court of the United States for the fifth judicial circuit and district of Louisiana, by virtue of the annexed commission, do hereby certify, that on this thirtieth day of June, A. D. 1845, I was attended by Jefferson Beaumont, the witness above named, who is of sound mind and lawful age, and the witness was by me carefully examined, and cautioned, and sworn to testify the whole truth, and the deposition was by me reduced to writing in the presence of the witness, and after carefully reading the same to the witness, he subscribed the same in my presence. I have retained the said deposition in my possession, for the purpose of sealing up and directing the same with my own hand to the court, for which the same was taken. And I do further certify, that I am not of counsel or attorney to either of the parties in said deposition and caption named, or in any way interested, in the event of the said suit named in the caption.

In testimony whereof, I have hereunto set my hand and the seal of said probate court, the 30th day of June, A. D. 1843.

[SEAL.]

RAL. NORTH, *Clerk and Com'r.*

In the circuit court of the United States for the fifth circuit and eastern district of Louisiana. In equity sitting.

E. P. FOURNIQUET and Wife, and
M. W. Ewing and Wife,
vs.
JOHN PERKINS.

Interrogatories to Samuel Davis, esq., a witness for the plaintiffs, whose testimony when taken is proposed to be read in evidence on the trial of the above entitled cause.

Interrogatory first. Do you or do you not know the parties to this suit? How long have you known the defendant?

Interrogatory second. Did you or did you not, some years since, say on or about the years 1830 or 1831, rent from the defendant a certain tract of land on Lake Concordia, originally belonging to Benjamin Bynum, deceased?

1756.

Interrogatory third. Do you or do you not know, or were you ever informed by the defendant, that the said tract of land originally containing 1040 acres or thereabouts, had by consent been divided between the four children of the said Benjamin Bynum, namely, Benjamin Selas Bynum, Mary C. Bynum, now Eskridge, Nancy S. Bynum, now Ewing, and Harriet J. Bynum, now Fourniquet?

Interrogatory fourth. Did you or did you not purchase from the defendant, on or about the year , 520 acres or thereabouts of the said land? When you made the said purchase, did or did not the said defendant represent to you, that he owned the said 520 acres in fee simple by a purchase from Benjamin S. Bynum and Mary C. Bynum, for a valuable consideration; or did he, at that time, or at any previous time, give you to understand that he had received the said 520 acres of land from Benjamin and Mary, in trust, for the use and benefit of their sister, the minor, Harriet?

Interrogatory fifth. Had you or had you not, previous to the date of the purchase as aforesaid, rented from the defendant a part or all of the aforesaid tract of 1040 acres? Did you rent it from the defendant as belonging to him, or did he represent to you that he acted in the matter as tutor for the minor, Harriet? Did you rent from the defendant the five hundred and twenty acres of land claimed by the defendant, under the deed from Benjamin and Mary, or the 260 acres belonging to the minor, Harriet, or did you rent both tracts of land together?

Interrogatory sixth. How long did you continue to rent the said pieces of lands, or either of them, and at what price per acre? Was or was not the payment therefor made to the defendant, and what did it amount to in the whole?

Interrogatory seventh. Do you or do you not know, that previous to the time you rented the above lands, say in the year 1829 or thereabouts, that one Mr. Blunt, now deceased, had rented the same from the defendant? How many acres did he rent? Was it the whole tract, or only a portion thereof? How much did he pay per acre?

Interrogatory eighth. Have you, or have you not, been largely engaged in cotton planting in the parish of Concordia, for the last twenty or twenty-five years? What do you think a fair estimate for the expenses of a plantation working about 70 hands, on or about the year 1824?

Interrogatory ninth. Do you or do you not consider the defendant a man of large means? What should you estimate his present fortune to be?

Interrogatory tenth. Did you or did you not live near to, and were you not on terms of friendly intercourse with, the defendant previous to his marriage with Mrs. Bynum, in the year 1818? Do you or do you not believe, from your remembrance of the defendant's situation before his marriage in 1818, and after the death of his wife in 1824, *believe* that his situation was materially improved for the better by reason of his said marriage? Did he or did he not only (during the community,) greatly enlarge and improve his Somerset plantation, but also acquire a large amount of property in the State of Mississippi, and particularly a

place called "the Briars?" Did he or did he not erect thereon a large and expensive mansion, furnish it with taste and expense, keep his carriage, and otherwise live in a very much more elaborate and expensive manner than before his marriage with Mrs. Bynum? Did you or did you not ever hear the defendant say what his improvements at the "Briars" cost him?

Interrogatory eleventh. Did you or did you not ever hear of the defendant's being somewhat embarrassed in his affairs previous to his marriage, caused by a purchase of negroes from Francis A. Bynum, at a very heavy price, and on a credit of ten years, and also from the burning of several gin houses about that time; was or was not one of his gin houses burnt down in 1818, and one a few years previous—say one or two years previous? Please state fully all your remembrance of the above referred to circumstances.

Interrogatory twelfth. Do you or do you not own the old Bynum plantation; do you not consider it a very valuable body of land; what has been its average product of cotton since you possessed it; how many acres of land *was* there cleared thereon when you purchased the same; was it or was it not a recent clearing? If you answer that it was not a recent clearing, then say if you do not believe that it was the original clearing made thereon by the Bynum force previous to their removal in 1820.

Interrogatory thirteenth. Do you know, or can you set forth, any other matters or thing which may be a benefit or advantage to the parties to this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same, fully and at large, in your answer.

JOHN HENDERSON,
Sol. for complainants.

United States circuit court for the eastern district of Louisiana. In equity.

E. P. Fourniquet and Wife, and Martin W. Ewing and wife,
vs.
John Perkins.

Cross interrogatories to be propounded on the part of defendant to Samuel Davis, a witness for the complainants.

1st. How long have you known the defendant, John Perkins, and where did your acquaintance with him commence?

2d. Did not the defendant, shortly after his intermarriage with Mrs. Mary Bynum, in the parish of Concordia, remove to the State of Mississippi; at what time did he first establish the residence of himself and family in the State of Mississippi; and at what place, and how long, did he continue to reside there?

3d. Do you know where the defendant and his family were residing at the time of the death of his wife, Mrs. Bynum, the mother of the complainants; did she not die at the residence of the defendant, called "the Briars," near Natchez, in Mississippi?

4th. Did you know the plantation called the Bynum place, on Lake Concordia; is it now your property? Please state from whom, and at what time, you purchased the whole tract, and for what price per acre.

5th. At the time of your purchase of the Bynum plantation, what was then, and what had been previously for many years, the situation of the country in regard to overflows of the river Mississippi; was not the Bynum place, as well as the country generally about there, laid waste by the overflow of 1828?

6th. At about the time of your purchase of the Bynum place, and previous thereto, what was, and what has been, the current rate of prices for lands in that neighborhood, and situated as was the Bynum place; could they not have been bought very low; and for about how much per acre?

7th. If you know anything on the subject of the defendant's fortune, at different periods of his life, please state whether, by general reputation, he has not been considered an energetic, active, prudent, and economical man, in the management of his affairs; and whether you do not consider any improvement or augmentation in his fortune, at any period of his life, as entirely owing to his own active exertions; and whether he has not been always regarded as scrupulously just and correct in all his transactions with others.

8th. Do you know, and can you state, what were the circumstances of the defendant when he married Mrs. Bynum; what property, means, and resources, he possessed; and whether his condition was or was not a favorable one for realizing a handsome fortune by industry?

R. N. & A. N. OGDEN,
Solicitors for defendant.

UNITED STATES OF AMERICA,
State of Mississippi, Adams county, ss:

E. P. FOURNIQUET and Wife, and M. W. Ewing and Wife,
vs.
JOHN PERKINS.

In pursuance of a commission directed to Samuel Wood, clerk of the circuit court, and Ralph North, clerk of the probate court, of said county of Adams, or either of them, by the honorable the circuit court of the United States for the fifth circuit and district of Louisiana, I, Ralph North, clerk and commissioner as aforesaid, this day caused to come before me Samuel Davis, a witness on the part and behalf of the complainants in the above entitled cause, to me personally known, who, being first duly sworn to make true answers to the annexed interrogatories propounded to him, deposed as follows:

Answer to interrogatory 1st. I have known the defendant for thirty-four years.

Answer to interrogatory 2d. I rented from the defendant a part of the land on Lake Concordia, originally belonging to Benjamin Bynum, deceased, for the year 1832.

Answer to interrogatory 3d. I was informed by Martin W. Ewing, and probably by the defendant, that the said tract of land, originally containing 1,040 arpents, not acres, had been divided between the heirs of Benjamin Bynum; whether they were named or not, I do not recollect.

Answer to interrogatory 4th. I purchased of the defendant, on the 25th January, 1833, 520 acres of said land for $3,500, which he of course represented to be his, or I should not have purchased it of him. But I have no recollection of his having stated that he bought it of Benjamin S. and Mary C. Bynum. He certainly did not inform me that he received it from them in trust for the use of their sister Harriet.

Answer to interrogatory 5th. I rented, as stated in my answer to interrogatory 2d, a part of the 1,040 arpents for the year 1832. In the account which he presented me for the rent, he charges $29.18 as due Miss Bynum for the rent of land from 1 January, 1832, to April following; and $233.33 as due the defendant for rent of land for the year 1832. I rented from the defendant that portion of the 520 arpents which was cleared, and which was about 90 acres, without understanding particularly at the time to whom it belonged—at least, if I did, I have now no recollection of it.

Answer to interrogatory 6th. I rented the land in question, as before stated, for one year, and paid for it to the defendant, $262.51, as stated in my last answer.

Answer to interrogatory 7th. I do not know that Mr. Blunt ever rented this land.

Answer to interrogatory 8th. I have been engaged in cotton planting, in the Parish of Concordia, for the last 28 years. I have no account of my plantation expenses for the year 1824, and cannot say exactly what is a fair estimate of the expenses of a plantation working 70 hands for that year, but suppose they would amount to from $3,500 to four thousand dollars.

Answer to interrogatory 9th. I consider the defendant to be a wealthy man, but can form no idea of the extent of his fortune, having had but little intercourse with him for many years, our residences being widely separated.

Answer to interrogatory 10th. I did not live for any length of time near the defendant previous to his marriage, but was on terms of friendly intercourse with him; understanding that his wife was wealthy, I considered of course that his situation was improved by his marriage. I never was on the Somerset plantation, and have no knowledge of the improvements made on it during his marriage. He purchased some land in Mississippi, near Natchez, and improved it by building thereon a handsome mansion, which was furnished with taste. He kept a carriage, and lived in a much more expensive manner than when he was a bachelor. I do not recollect hearing him say what the "Briars" cost.

Answer to interrogatory 11th. I did hear of the defendant being somewhat embarrassed during the war; but I happen to know that he always met punctually his pecuniary engagements, except those for the

payment of the negroes purchased from F. A. Bynum, which might have been deferred. He had a gin-house burnt in 1811. I have no knowledge of his having one destroyed by fire since.

Answer to interrogatory 12th. I own the old Bynum plantation. The plantation of which the Bynum tract now forms about one-third part, is valuable. But the Bynum tract is the lowest and least valuable tract of land on Lake Concordia; there being but about one-fourth of it that can be cultivated in ordinary years. As it forms but a part of a plantation, I cannot say what is its average product. When spring seasons are dry, all the cleared land in it produces well; when they are wet, a part of it cannot be planted until the weather becomes dry. This year, for instance, I had to defer planting a portion of that tract for a month or more after the rest of the plantation had been planted. I think there was from 160 to 180 acres of land cleared at the time I purchased it, which had not been cleared recently. When, or by whom it was cleared, I know not.

Answer to interrogatory 13th. I know nothing more that will benefit the parties to this suit.

SAMUEL DAVIS.

Sworn to and subscribed before me, this thirtieth day of September, A. D. 1845.

RAL. NORTH,
Clerk probate court and com'r.

UNITED STATES OF AMERICA,
State of Mississippi, Adams county, ss:

E. P. FOURNIQUET and Wife, and
M. W. EWING and Wife,
vs.
JOHN PERKINS.

In pursuance of a commission directed to Samuel Wood, clerk of the circuit court, and Ralph North, clerk of the probate court of said county of Adams, or either of them, by the honorable the circuit court of the United States for the fifth circuit and district of Louisiana, I, Ralph North, clerk and commissioner as aforesaid, this day caused to come before me, Samuel Davis, a witness on the part and behalf of the complainants in the above entitled cause, to me personally known, who, being first duly sworn to make true answers to the annexed cross interrogatories propounded to him, deposed as follows:

Answer to cross interrogatory 1st. I have known the defendant, John Perkins, thirty-five years. My acquaintance with him commenced at Natchez in the year 1811.

Answer to cross interrogatory 2d. I think the defendant removed to Mississippi shortly after his marriage with Mrs. Bynum—when, I do not recollect. His first residence in Mississippi was in the vicinity of Natchez, in a rented house. He afterwards removed to the "Briars," also in the vicinity of Natchez, which he improved by building a house on it.

Answer to cross interrogatory 3d. The defendant and his family, at the time of the death of his wife, Mrs. Bynum, were residing at the Briars, where she died.

Answer to cross interrogatory 4th. I know the plantation on Lake Concordia, called Bynum place; it is now my property; I purchased 260 acres of it of Martin W. Ewing and wife, on the 23d May, 1831, $1,100; two hundred and sixty acres more, of the same parties, on the 18th April, 1832, for $1,500; and 520 acres from John Perkins, on the 25th January, 1833, for $3,500. The whole tract contained 1040 arpents, and not acres, as stated in the deed.

Answer to cross interrogatory 5th. At the time I purchased the Bynum plantation, the lands in the parish of Concordia were not secured by levees from overflows of the river Mississippi; and it was only the highest that were regarded as of any value; the lowest could not be disposed of at any price, as shewn by the vast quantity in that parish which were offered for sale about that time, at the sale of public lands at Ouachitta, which are now considered very valuable, and for which purchasers were not then found at $1 25, the minimum price of public lands.

Answer to cross interrogatory 6th. At about the time I purchased the Bynum place, most of the land in its neighborhood, and far superior to it in quality and value, was purchased at the sale of public land at Ouachitta, at one dollar and twenty-five cents per acre. After I bought the 520 acres from the defendant, I purchased about three thousand acres adjoining it, in different lots, two of which had a portion of them cleared and under fence; and one of them was well improved, having on it a gin and mill, good dwelling-house, stables, negro cabins, &c., the average cost of which was less per acre than I paid for the Bynum tract, which was but partially fenced, and had not a building on it of any value.

Answer to cross interrogatory 7th. The defendant has always been considered an energetic, active, prudent, and economical man in the management of his affairs, and I know of no improvement in his fortune which may not be accounted for by his enterprise and active exertions in prosecuting his business. He has always had the reputation of being an honest man, and strictly just and correct in his dealings with others.

Answer to cross interrogatory 8th. At the time of his marriage with Mrs. Bynum he had a valuable plantation, and was planting successfully, and I knew of no one more favorably situated for acquiring a large fortune than he was at that time.

SAMUEL DAVIS.

Sworn to and subscribed before me, the thirtieth day of June, A. D. 1845.

RAL. NORTH, *Clerk probate court, Adams county, Miss., and commissioner, &c.*

UNITED STATES OF AMERICA,
State of Mississippi, Adams county, ss:

I, Ralph North, clerk of the probate court of Adams county, State aforesaid, and a commissioner by special appointment of the honorable the circuit court of the United States, for the fifth judicial circuit and district of Louisiana, by virtue of the annexed commission, do hereby certify, that on the thirtieth day of June, A. D. 1845, I was attended by Samuel Davis, the witness above named, who is of sound mind and lawful age, and the witness was by me carefully cautioned, examined and sworn, to testify the whole truth, and the deposition was by me caused to be reduced to writing in the presence of the witness, and after carefully reading the same to the witness, he subscribed the same in my presence. I have retained the said deposition in my possession, for the purpose of sealing up and directing the same with my hand to the court, for which the same was taken. And I do further say, that I am not of counsel or attorney to either of the parties in said deposition and caption named, or in any way interested in the event of the said cause named in the caption.

In testimony whereof I have hereunto set my hand and affixed the seal of said probate court, this thirtieth day of June, A. D. 1845.

RAL. NORTH, [SEAL.]
Clerk of the probate court of Adams county, Mississippi, and commissioner, &c.

In the circuit court of the United States, for the fifth circuit and eastern district of Louisiana. In equity sitting.

E. P. FOURNIQUET and WIFE, and
M. W. EWING and WIFE,
vs.
JOHN PERKINS.

Interrogatories to be propounded to A. P. Merrill, esq., a witness for the plaintiffs, whose testimony, when taken, is proposed to be read in evidence on the trial of the above entitled cause; the witness residing in Natchez, State of Mississippi.

Interrogatory first. Do you know the parties to this suit? How long have you known the defendant?

Interrogatory second. Did you, or did you not, some years since, say on or about the year 1831, rent from the defendant a certain tract of land on lake Concordia, originally belonging to Benjamin Bynum, deceased.

Interrogatory third. Do you, or do you not, know that the said tract of land originally containing 1040 acres, or thereabouts, had by consent been divided between the four children of Benjamin Bynum, aforesaid, namely, Benjamin Silas Bynum, Mary C. Bynum, now Eskridge, Nancy S. Bynum, now Ewing, and Harriet J. Bynum, now Fourniquet.

Interrogatory fourth. Do you or do you not know, or were you ever

informed, by the defendant, that he had become the owner of 520 acres of the said land, by a purchase, for a valuable consideration, from Benjamin S. and Mary C. Bynum? Did or did not the defendant ever offer to sell to you the said land, so acquired by him as aforesaid, or any part thereof? If you answer yea, then state fully and particularly the date of his said offer, and the price at which he proposed to sell the said land to you.

Interrogatory fifth. Do you or do you not know that, in addition to the foregoing 520 acres, Harriet J. Bynum owned, or claimed, in the same tract of 1040 acres, 260 acres or thereabouts? Which of the foregoing tracts of land was it you rented from the defendant, on or about the year 1831? How many acres did you rent, and what did you pay therefor per acre? Was or was not the rent paid by you to the defendant?

Interrogatory sixth. Do you or do you not know that, previous to the time of your renting the foregoing tracts of land, they had been rented to, and worked by, Mr. Blunt, Samuel Davis, and M. W. Ewing? Do you or do you not know how much each and every of the above named persons rented from the defendant, and what they paid therefor per acre?

Interrogatory seventh. Do you know, or can you set forth, any other matters or thing which may be a benefit or advantage to the parties to this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

JOHN HENDERSON, *Sol. for Compl'ts.*

THE STATE OF MISSISSIPPI, *Adams county, ss:*

In the circuit court of the United States, for the fifth circuit and district of Louisiana.

E. P. FOURNIQUET and Wife, and
M. W. EWING and Wife,
vs.
JOHN PERKINS.

In pursuance of a commission from the honorable the circuit court of the United States, for the fifth judicial circuit, district of Louisiana, directed to Samuel Wood, clerk of the circuit court, and Ralph North, clerk of the probate court, of said county of Adams, Mississippi, or either of them, I, Ralph North, clerk and commissioner as aforesaid, this day caused Dr. A. P. Merrill to appear before me, (personally known to me,) who, being first duly sworn, deposed as follows, in answer to the annexed interrogatories propounded to him:

Answer to interrogatory first. I do. I have known the defendant since 1823.

Answer to the second interrogatory. I did rent a tract of land from the defendant in and for the year 1831, situated on Lake Concordia, which I had understood had belonged to Benjamin Bynum, deceased.

Answer to interrogatory third. I do not know, or recollect, the size

of said tract of land; nor do I know, except from common rumor, any thing about the division of said property, except that Martin W. Ewing informed me that his wife was part owner of it.

Answer to fourth interrogatory. The defendant did offer to sell me said land, or a part of it, at the time I paid the rent, and previously also; but what portion, or by whom owned, I do not recollect.

Answer to fifth interrogatory. I do not know any thing of the claim of Harriet J. Bynum, nor do I recollect how many acres I rented, or what I paid per acre. I paid the rent to the defendant on the 11th April, 1832, $130 for the rent of 1831.

Answer to the sixth interrogatory. The land I rented, I believe, had been previously cultivated by Mr. Ewing, but I do not recollect about Blunt and Davis. I know nothing of the quantity rented, or the price.

Answer to the seventh interrogatory. The tract of land I considered very rich and valuable; as valuable, I should think, as any other lands on the lake. A. P. MERRILL.

Sworn to and subscribed before me, the 30th day of June, A. D. 1845. RAL. NORTH.

UNITED STATES OF AMERICA,
State of Mississippi, Adams county, ss:

I, Ralph North, clerk of the probate court of the said county, and a commissioner by special appointment of the honorable the circuit court of the United States, for the fifth judicial circuit, and district of Louisiana, by virtue of the annexed commission, do certify, that on the thirtieth day of June, A. D. 1845, I was attended by the witness above named, A. P. Merrill, who is of sound mind and lawful age, and the witness was by me carefully examined, and cautioned, and sworn to testify the whole truth; and the deposition was by me reduced to writing in the presence of the witness, and after carefully reading the same to the witness, he subscribed the same in my presence. I have retained the said deposition in my possession for the purpose of sealing up and directing the same, with my own hand, to the court for which the same was taken. And I do further certify, that I am not of counsel or attorney to either of the parties in said deposition or caption named, or in any way interested in the event of the said cause named in the caption.

In testimony whereof, I have hereunto set my hand and seal of said probate court, this thirtieth day of June, A. D. 1845.
[L. S.]
RAL. NORTH,
Clerk probate court, Adams county, and com'r.

In the circuit court for the fifth circuit and eastern district of Louisiana, in equity sitting.

E. P. FOURNIQUET & WIFE, and
M. W. EWING & WIFE,
vs.
JOHN PERKINS.

Interrogatories to be propounded to Richard M. Gaines, esq., a witness

for the plaintiffs, residing in Natchez, State of Mississippi, whose answers will be read in evidence on the trial of this cause.

Interrogatory first. Do you know the parties to this suit?

Interrogatory second. Please look at the annexed document, marked A, purporting to be an acknowledgment and receipt executed by M. W. Ewing and Ann, his wife, to the defendant, and say whether you witnessed the execution of the original?

Interrogatory third. Were you or were you not, (on or about the date of the aforesaid document A,) called upon by the defendant to adjust a misunderstanding, which at that time existed between the defendant and M. W. Ewing, in relation to the hire of Ewing's negroes, as set forth in his account hereto attached (marked B)?

Interrogatory fourth. At the time you were called upon to adjust the account (B,) and to attest the receipt or acquittance (A,) were or were not the defendant and Ewing very inimical; did they or did they not hold any personal communication together in relation to the settlement you were called upon to effect; was or was not the said settlement, (as between Ewing and the defendant,) effected by writing only? If you have any original letters, or copies of original letters, which at or about that time passed between the parties in relation to said settlement, please attach them to your answer.

Interrogatory fifth. As far as you can now call the aforesaid settlement to your remembrance, and from the documents hereto attached, (marked A, B, C, and D,) did or did not the said settlement have reference to the disputed account between Ewing and Perkins for the hire of the negroes, as set forth in document (B,) and the division among the heirs of Mrs. Perkins of the negroes, as set forth in document (C,) which negroes, previous to the aforesaid settlement, had been claimed and retained by Perkins for his sons, John and William, exclusively; was it not fully understood and agreed, that the said Perkins fully and completely relinquished to the 4 heirs of Benjamin Bynum the negroes Cook, Lucy, Jim, Lewis, Jack, Susy, and Anderson; and to the six heirs of Mrs. Perkins, the negroes Abb and George, as set forth in document (C)?

Interrogatory sixth. Did you settle or adjust, between Ewing and Perkins, any account presented on either side for any claim arising from community in the Somerset estate, or any other account or demand than those included in documents (A, B, C, D)?

Interrogatory seventh. Please look at the said documents, and say whether your attestation thereto *are* genuine?

Interrogatory eighth. Do you or can you set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

JOHN HENDERSON,
Sol. for complainants.

Document A.

Received from John Perkins two negro slaves, Lewis and Anderson, also his draft on A. Fisk for four hundred and seventy $\frac{34}{100}$ dollars, at one hundred and twenty days, endorsed by R. M. Gaines, which when paid will be in full of all claims and demands of every kind and description, which we, or either of us, may have against said Perkins individually, or against him as curator of the estate of Benjamin Bynum and Mary Perkins, in the parish of Concordia, State of Louisiana, or as executor of the will of the said Mary Perkins, dated March thirtieth, 1822, and in full of all claims of every kind, which we, or either of us, may have against said Perkins in any whatsoever. We having received from the said Perkins the following named slaves, to wit, Judah Myers, aged about 25 years, Edward, about 4 years, Harry, about 7 months, Little Daniel, about 16 years, Patrick, 13 years, Lewis, 5 years, Big Daniel, 50 years, Big Sarah, , Miambo, 50 years, Ned, 16 years, Polly, 14 years, Frank, about 50 years, Maria, his wife, 37 years old, Frank, aged about one year, Fanny, about 7, Samuel, about 19; also two mules, 30 head of cattle, and a chest of tools; and the said Perkins accepts hereof as a full satisfaction and discharge from the said Martin W. Ewing and Ann, his wife, in the premises.

MARTIN W. EWING,
ANN EWING,
JNO. PERKINS.

Attest:
R. M. GAINES.

STATE OF LOUISIANA,
Parish of Concordia:

Before the undersigned, judge in and for the parish aforesaid, personally appeared the undersigned, R. M. Gaines, of Adams county, in the State of Mississippi, and being duly sworn, deposes and says, that he was present and saw the above named parties execute the foregoing instrument of writing for the purposes therein mentioned.

R. M. GAINES.

Sworn to and subscribed, this 12th day of April, 1828, before me.
ROBERT OGDEN, *Judge.*

STATE OF LOUISIANA,
Parish of Concordia, ss:

Recorded in book E, page 183; in testimony whereof I have hereunto set my hand and the seal of my office, this 12th day of April, 1828.
ROBERT OGDEN,
Parish judge.

Filed for record 12th April, 1828.
R. OGDEN, *Judge.*

Document B.

Copy of account of John Perkins in account with M. W. and Ann Ewing.

1826.	Dr.	
April 1st	To the hire of the following slaves, from this date to the first April, 1827, viz: 11 hands, named Judah Myers, Little Daniel, Patrick, Big Daniel, Big Sarah, Miambo, Ned, Polly, Franck, Mariah, and Sam, at $100 each per year - - - - - -	$1,100 00
1827.		
June -	To the hire of Patrick and Sarah, from the 1st April, 1827, to —— June, 1827, at $8 34 per month - - - - -	33 34
	To the hire of the first mentioned slaves, with the exception of Patrick and Sarah, from the 1st day of April, 1827, to the last of December, 1827, say nine months, at $8 34 per month, (about) - - - -	675 00
		$1,808 34
1826.	Cr.	
July -	By check received of you at Lexington, Kentucky - - - - - -	$400 00
Sept. -	By draft on Messrs. Fisk & Co. - -	237 00
Dec'r -	By cash received of you - - -	110 00
1827.		
Jan'y -	By draft on Orleans, discounted in bank -	495 00
April -	By cash received of you - - -	50 00
	By amount paid by you to Cook & Parkins, Philadelphia, for furniture - - -	180 00
		$1,472 00
	Balance due, $336 34 - -	$336 34
	If the item in the credit account, of $237, (which was said to be a present for the purchase of a gig,) be added to the debit account, it will make a balance due of -	573 34
	From which take fifty dollars, the supposed difference in the lot of the negroes of Wm. and John Perkins, jr., chosen by Mrs. Ewing, will only leave a balance due of $523 34; and if Judge Perkins insists on the payment of the $237, which he stated was a present to Mrs. Ewing for the purchase of a gig, the balance due will only be	286 34

MARTIN W. EWING.

The foregoing is a copy [of] Mr. Ewing's account, left with me for the purpose of effecting a settlement with Judge Perkins.

R. M. GAINES.

☞ Memorandum. In addition to the credits allowed Judge Perkins in the above account, he claims additional credits of $5, being the amount of the discount of the draft on New Orleans for $500; also an account, paid in 1826 to Mrs. Timbry for Mrs. Ewing, of $48—amounting in the whole to the sum of $53, which was allowed, leaving a balance due of $470 34, which was paid by an accepted draft of Judge Perkins on Alvarez Fisk & Co., payable to R. M. Gaines, and endorsed to me April 11th, 1828.

MARTIN W. EWING.

Document C.

Copy of rough memorandum of Judge Perkins and Mr. Ewing.

To be divided between the 4 children of Mrs. Bynum, 173 acres of land.

Document C continued.

Negroes—Cook	- - - - - -	$200
Lucy (his wife)	- - - - -	250
Jim	- - - - - -	300
Lewis	- - - - - -	450
Jack	- - - - - -	350
Susy	- - - - - -	300
Anderson (wanted for Wm.)	- - -	250

To be divided between the 6 children of Mrs. Perkins, as derived from her brother, Mr. Rives.

Abb	- - - - - - - $350
George	- - - - - - - 400

Mrs. Ewing selects Lewis and Anderson, the latter for the reason that she own[s] his father and mother and two of their children. The balance of $50 will be paid as soon as the negroes are delivered.

M. W. EWING.

April 11th, 1828.

The above is a copy of my memorandum for a settlement between Judge P. & Mr. E.

R. M. GAINES.

Document D.

Know all men by these presents, that I, John Perkins, have this day delivered to Martin W. Ewing, in right of his wife, Anne S. Ewing, late Anne S. Bynum, two negro slaves, to wit, Lewis, aged about thirty-three years, and Anderson, aged about ten years, under and in pursuance of the will of Mrs. Mary Perkins, formerly Mary Bynum, dated March 30th, A. D. 1822; and I do hereby warrant the title of

the said slaves against all claim, title, or demand of my two sons, John Perkins, jr., and William Perkins, or either of them.

Witness my hand and seal this 11th day of April, A. D. 1828.

JOHN PERKINS, [SEAL.]

Attest: R. M. GAINES.

UNITED STATES OF AMERICA,
State of Mississippi. Adams county, ss:

In the circuit court of the United States, for the fifth circuit and district of Louisiana.

E. P. FOURNIQUET and Wife, and
M. W. EWING and Wife,
vs.
JOHN PERKINS.

In pursuance of a commission from the honorable the circuit court of the United States for the fifth judicial circuit and district of Louisiana, directed to Samuel Wood, clerk of the circuit court, and Ralph North, clerk of the probate court, of Adams county, State aforesaid, or either of them, I, Ralph North, commissioner as aforesaid, this day caused Richard M. Gaines, esq., to me personally known, to appear before me, who, being first duly sworn, deposed as follows, in answer to the annexed interrogatories:

Answer to the first interrogatory. I do know the parties to this suit.

Answer to interrogatory second. I have examined the document marked A, annexed to the interrogatories, purporting to be a copy of an acknowledgment and receipt, executed by M. W. Ewing and wife, to the defendant, John Perkins, and believe it to be a true copy of the original which was witnessed by him.

Answer to the third interrogatory. I was about the date of said document on very friendly terms with Judge Perkins and Mr. Ewing, who were very inimical to each other, and I was called upon by Judge Perkins to mediate between them, with a view to the final adjustment of their differences. It is impossible for me, after so great a lapse of time, to recollect the precise terms of Judge Perkins' communication, or of Mr. Ewing's reply, any further than as they can be collected from an original letter of said Perkins to deponent, dated April 5th, 1828, and hereto annexed, marked A; and an original letter of said Ewing to deponent, dated April 10th, 1828, also hereto annexed, marked B, with his account against Judge Perkins on the same sheet of paper.

Answer to the fourth interrogatory. The defendant and Mr. Ewing were very inimical as before stated. They held no personal communication with each other. I believe the communications by each of them to me were mainly written. There may have been verbal messages, but if so it is impossible for me to recollect them. The original letters are appended to the last answer. The only other paper connected with this affair, of which I have any knowledge, is a rough memorandum in my handwriting, except the note at the bottom, signed M. W.

Ewing, which is hereto also annexed, marked C. These papers, with the acknowledgment and receipt mentioned in the second interrogatories, afford all the means within my reach of refreshing my memory.

Answer to the fifth interrogatory. I cannot undertake to state from memory, at this distance of time, whether any other matters entered into the said settlement than what appears on the face of the papers referred to, and hereto annexed, which must speak for themselves. The letter of Judge Perkins requesting me to bring all his affairs with Mr. Ewing to a final close, and states, that when the boy, Anderson, should be delivered [to] Ewing and wife, they will have received all they were entitled to, both in law and equity, out of the estates of Mr. Bynum and Mrs. Perkins, as also their portion under the will of Mrs. Perkins, and requests me to get their final discharge of him accordingly. Mr. Ewing's letter, as will be seen, expresses a willingness to give the discharges and acquittances asked for, if the account B was settled on his principles. The result is stated in the paper, marked A, annexed to the 2nd interrogatory.

Answer to the sixth interrogatory. I am unable to answer any further, or more particularly, as to the settlement, than I have already answered.

Answer to the seventh interrogatory. The documents and papers hereinbefore referred to, marked A, referred to in the 2nd answer, and those marked A and B in the 3rd answer, and the one marked C in the 4th answer, are genuine.

Answer to the eighth interrogatory. I cannot set forth any other matter material or beneficial to the parties, or either of them, unless it may be, that in compliance with the request contained in the last sentence of Judge Perkins' letter, I think I probably asked Mr. Ewing if he had any further claim on Judge Perkins. I have no distinct recollection of Mr. Ewing's reply, but I am under the impression that if he made any further claim or request, it had relation to some family portraits.

R. M. GAINES.

Sworn to and subscribed before me, the 30th day of September, 1845.

RAL. NORTH, *Clerk and Com'r.*

UNITED STATES OF AMERICA,
State of Mississippi, Adams county, ss:

I, Ralph North, clerk of the probate court of said county, and a commissioner, by special appointment, of the honorable the circuit court of the United States for the fifth judicial circuit and district of Louisiana, by virtue of the annexed commission, do hereby certify, that on the 30th day of June, A. D. 1845, I was attended by Richard M. Gaines, esq., the witness above named, who is of sound mind and lawful age, and the witness was by me carefully examined, and cautioned, and sworn to testify the whole truth, and the deposition was by me reduced to writing in the presence of the witness; and after carefully reading the same to the witness, he subscribed the same in my presence. I have retained the said deposition in my possession, for the purpose of sealing up and directing the same, with my own hand, to the court, for which the same was taken. And I do further certify, that I am not of counsel or attor-

ney to either of the parties in said deposition and caption named, or in any way interested in the event of said cause named in the caption.

In testimony whereof I have hereunto set my hand and affixed the [SEAL.] seal of said court, this 30th day of June, A. D. 1845.

RAL. NORTH, *Clerk and Com'r.*

Document A.

April 5th, 1828.

R. M. GAINES, ESQ.—DEAR SIR: In a hurry, two days ago, I dropped you a few lines in reply to yours of the 20th ult., covering an order on my overseer below for the negro man Lewis, selected by Mrs. Ewing out of that portion of Mrs. Perkins' estate allotted by a division of said estate to my two sons, John and William, but by will to her four elder children; fearing by accident that [it] may not have reached you, I have enclosed a duplicate. It also being very doubtful when I may have it in my power to be in Natchez, on account of the very high river we now have, and which is doing me so much injury, and fearing, on account of my interests at this place, I will not have it in my power to *detain* longer than a day or two, I must request the further favor of you to bring all my affairs with Mr. and Mrs. Ewing to a final close. I believe, on delivery of the boy Anderson, who shall be sent down by the first safe conveyance, (he being too small to be trusted on water without some person to watch over him,) they will have received from me all the property and estate, both at law and equity, out of the two estates of Mr. Bynum and Mrs. Perkins, deceased; also their partition of property allotted under the division of the estate of Mrs. Perkins to my two sons, but by her will to her four elder children by Mr. Bynum. In delivering the property heretofore to Mr. Ewing, I, from motives of delicacy, declined asking him for Mrs. Ewing's receipt, believing, when all was delivered, hers would be given me. With this calculation I remained contented with his, which, you know, is of no avail without hers also. Should he now not offer it, please ask for it, and get their final discharge from the two estates, both at law and equity, as well as from the provision of the will in their favor. Any conveyance you may deem sufficient to give to the four elder children, Mrs. Ewing, Benjamin S. Bynum, Mary C. Bynum, and Harriet J. Bynum, the right vested in my two sons by virtue of the division of said estate, so as to carry completely into effect the intention of the will, I will sign on sight. My object for including the four is to save expense and trouble hereafter; and in order that there may be no obstacle or difficulty in the way on account of this boy not being present to deliver, I have enclosed to you an order for this boy, who will, if required before an opportunity offers of sending down, be delivered by my agent, Mr. Smith, at this place. When all matters are finally closed, (and not before,) please ask Mr. Ewing if he has any other claim on me. If he has, to make a statement of it and hand it to you.

Your particular attention to the above will be thankfully acknowledged by your friend and very humble servant,

JOHN PERKINS.

N. B. I need not mention that the order for the boy Anderson is not to be delivered until Mrs. Ewing's final discharge is obtained from all claims arising out of the two estates and will of Mrs. P., as I presume you fully understand this to be my view and wishes.

Document B.

John Perkins, esq., in account with M. W. and Ann Ewing.

Dr.

1826, April 1	To hire of the following slaves from this date to the 1st April, 1827, viz: 11 hands, named Judy Myers, Little Daniel, Patrick, Big Daniel, Big Sarah, Miambo, Ned, Polly, Frank, Mariah; and Sam, at $100 each per year -	$1,100 00
1827, June	To hire of Patrick and Sarah from 1st day of April, 1827, to June, 1827, say 2 months, at $8 34 per month - - - -	33 34
	To the hire of the first mentioned slaves, with the exception of Patrick and Sarah, from the first day of April, 1827, to the last of Dec'r, 1827, say nine months, at $8 34 per month, (about) - - - - -	675 00
		$1,808 34

Cr.

1826,	By check received of you at Lexington, Ky. -	$400 00
July	By draft on Messrs. Fisk & Co. - -	237 00
Sept.	By cash received of you - - -	110 00
1827, Dec.	By draft on Orleans, discounted in bank -	495 00
"	By cash received of you - - -	50 00
"	By amount paid by you to Cook & Parkins, of Philadelphia, for furniture - - -	180 00
		$1,472 00
	Balance due - $336 34	

If the item in the credit account of $237 (which was said to be a present for the purchase of a gig) be added to the debit account, it makes a balance due of $573 34. From which take the $50, the

supposed difference in the lot of the negroes of Wm. and John Perkins, jr., chosen by Mrs. Ewing, will only leave a balance due of $523 34. And if Judge Perkins insists on the payment of the $237, which he stated was a present to Mrs. Ewing for the purchase of a gig, the balance due will only be $286 34.

MARTIN W. EWING.

NATCHEZ, *April 10th*, 1828.

DEAR SIR: On the foregoing pages you will find a statement of the account of Mrs. Ewing and myself against Judge Perkins. I have estimated the services of the slaves of Mrs. Ewing in the employment of Judge Perkins at the lowest price usually given in this country for the hire of field hands and cotton pickers; indeed, much less than I can prove, by intelligent and impartial planters, they were worth. I have given Judge Perkins credit for every dollar I ever received of him, whether intended as an advance, loan, or present. Should he insist on the $237, allow it. I have rendered Judge Perkins some professional and personal services, for which I have made no charge, nor do I intend to make any.

If he will settle upon the terms and principles here proposed, the discharges and acquittances asked for by him shall be given, but not otherwise. I am, very respectfully, your ob't serv't, &c.

MARTIN W. EWING.

Document C.

To be divided between the 4 children of Mrs. Bynum—173 acres of land.

Negroes,—Cook	$200
Lucy, his wife	250
Jim	300
Lewis	450
Jack	350
Susy	300

To be divided between the 6 children of Mrs. Perkins, as derived from her brother, Mr. Rives:

Abb	$350
George	400

Mrs. Ewing selects Lewis and Anderson; the latter for the reason that she owns his father and mother, and two of their children. The balance of $50 will be paid, so soon as the negroes are delivered.

M. W. EWING.

Circuit court of the United States, for the fifth judicial circuit, holding sessions in and for the district of Louisiana.

To Thomas Montgomery, of the parish of Madison, Louisiana:

Know ye, that reposing special trust and confidence in your integrity and ability, we hereby authorize and require you, that you call and cause to come before you, Mrs. Mary B. Eskridge, and her duly examine

on oath, and the annexed interrogatories, touching and concerning certain matters and things in a case now depending in the said court, wherein E. P. Fourniquet et ux., and M. W. Ewing and wife, are plaintiffs, and John Perkins is defendant. And the same examinations, so taken and reduced to writing, you certify under your hand and seal, and send enclosed to this court without delay, to be read in evidence on the trial of said cause, and send also this writ.

Witness, the honorable Roger B. Taney, chief justice of the Supreme Court of the United States, at the city of New Orleans, this fifth day of March, anno domini 1846, and the 70th year of the independence of the United States of America.

F. N. HARALSON, *D'y Clerk*,
For ED. RANDOLPH, *Clerk*.

LL.

This indenture, made and entered into this first day of May, in the year of our Lord one thousand eight hundred and twenty-nine, between John Perkins, of the county of Adams, and State of Mississippi, of the one part, and Benjamin S. Bynum, of the county of Claiborne, State aforesaid, step-son to me, the said John Perkins, of the second part, witnesseth: That the said party of the first part, for and in consideration of the natural love and affection which he hath for the said party of the second part, and other good and sufficient causes and considerations him thereunto moving, hath given, granted, aliened, released, and confirmed, and by these presents doth give, grant, alien, release, and confirm, unto the said party of the second part, his heirs and assigns, all that plantation called Long Branch; being that tract or parcel of land situated in the county of Claiborne, and State of Mississippi, on the Bayou Pierre, and bounded as follows, to wit: On the north by lands of Wm. R. McAlpin, on the west by lands owned by John G. Singleton, and the said party of the first part, on the south by the Bayou Pierre, and on the east by lands unknown, being part of the lower half of Lyman's Mandamus, and purchased, by the said party of the first part, from John Patterson and Richard Grimes and wife, and more particularly described in a survey made by William Davis, dated February 23, 1829, and hereunto annexed, containing, by estimation, nine hundred and twenty-four acres, be the same more or less. To have and to hold the above described tract and parcel of land, together with all and singular the privileges and appurtenances thereunto belonging, unto the said party of the second part, his heirs and assigns, to the only proper use and behoof of him and them forever. Provided always, notwithstanding, nevertheless, and upon the following conditions, to wit: That in case the said party of the second part shall die without issue, this deed shall operate as a conveyance of the premises, herein described, to Mary C. Bynum and Harriet J. Bynum, sisters of the said Benjamin S. Bynum, and their children, to the exclusion of all others; and if the said Mary and Harriet shall also die without issue, then to John and William Perkins, the sons of the *sons of the* said party of the first part; and

provided, also, that if the said party of the second part, from any misapprehension, or with any view whatever, shall be induced to prefer any claim against the said party of the first part, for any matter or thing whatever, up to, or previous to this time, then this deed *deed* shall be void. And it is further understood and provided, that if the said party of the second part wishes to sell or dispose of the said tract of land, he shall have full power and authority to do so, provided he vests the purchase money in other real estate, subject to the foregoing conditions and provisoes. And the said party of the first part, for himself, his heirs, and &c., the said tract of land and premises, with the appurtenances thereunto belonging, unto the said party of the second part, his heirs and assigns, (subject to the foregoing conditions, limitations, and provisoes,) against himself, and all persons claiming by, through, or under him, will warrant and forever defend, but against the claim or claims of no other person whatever.

In testimony whereof the said John Perkins hereto set his hand and affixed his seal, the day and year first above written.

JNO. PERKINS. [L.S.]

In the presence of—
JOSEPH SMITH,
JAMES NOULEN.

THE STATE OF MISSISSIPPI, *Adams county*.

Personally appeared before the undersigned, justice of the peace in and for said county, and acknowledged that he signed, sealed, and delivered the annexed instrument for the purposes therein mentioned.

Witness my hand and seal, this 28th of May, A. D. 1829.

JAMES CARSON, *J. P.* [L. S.]

P.

Memorandum of agreement entered into between John Perkins, of the county of Adams and State of Mississippi, for and on behalf of his two children, John and William, of the one part, and Benjamin S. Bynum and Mary C. Bynum, for themselves and on behalf [of] their sister, Harriet J. Bynum, witnesseth:

That, whereas, Mrs. Mary Perkins, formerly Mary Bynum, by her will dated 30th day of March, 1822, bequeathed all the property acquired by her from the estate of her brother, William Rives, to be divided equally among her six children, which said will was of no legal validity; but the said Perkins is desirous of executing the intention of the testatrix. And whereas, by the death of her brother, Henry Rives, the said Mary acquired the possession of two negroes, named Abb and George, the value of which has since been claimed by the creditors of said Henry: and whereas, Martin W. Ewing, in right of his wife, heretofore claimed and obtained possession, by virtue of said will, of two negroes, named Lewis and Anderson, valued at $700, which he now refuses to return for the purpose of division according to said will, or to become a party to this agreement; and the negro girl, Susey, is

given to William Perkins, in lieu of a boy bequeathed to him by said will, which leaves four negroes, namely, Cook and Lucy, his wife, James and Jack, to be divided between the said Benjamin, Mary, Harriet, John, and William. Now, it is agreed and understood between the parties aforesaid, that of the said four negroes remaining, John and William are to take Cook and Lucy, his wife, and the other two, named James and Jack, to be divided between the said Benjamin, Mary, and Harriet; the said John and William receiving the larger proportion, in consequence of the whole estate having been formerly divided between the four children of Mrs. Bynum by her former husband, disregarding the said will; and they having in said division acquired an over proportion of the property which came from the estate of the said William Rives.

In witness whereof the said parties have hereunto set their hands and seals, this 1st day of June, A. D. 1829.

JNO. PERKINS, [SEAL.]
BENJAMIN S. BYNUM, [SEAL.]
MARY C. BYNUM. [SEAL.]

Document L.

This indenture, made this ninth day of April, in the year of our Lord one thousand eight hundred and thirty-two, between Martin W. Ewing and Ann S. Ewing, his wife, of the county of Yazoo, in the State of Mississippi, of the first part, and Harriet Jane Bynum, of the county of Adams, State aforesaid, and Thomas P. Eskridge, of the county of Independence, in the territory of Arkansas, of the second part, witnesseth: That, for and in consideration of the sum of fifteen hundred dollars, current money, by the said parties of the second part to the said parties of the first part in hand paid, at and before the sealing and delivery of these presents, the receipt of which they doth hereby acknowledge, and themselves to be therewith fully satisfied, contented, and paid, the said parties of the first part have bargained and sold, aliened, and enfeoffed, and by these presents do give, grant, bargain and sell, alien and enfeoff, release, convey, and confirm, unto the said parties of the second part, their heirs and assigns, all the estate, claim, interest, and demand, of, in, and to a certain undivided tract of land, situate, lying, and being in Claiborne county and State of Mississippi, containing nine hundred and twenty-four acres, be the same more or less, it being the well known plantation called "Long Branch," which was conveyed by John Perkins by deed bearing the first day of May, in the year of our Lord one thousand eight hundred and twenty-nine, to Benjamin S. Bynum, deceased, late of said county of Claiborne, which said undivided interest and claim amounts to one-third of the aforesaid described tract of land, together with all and singular the privileges and appurtenances thereto belonging, or in anywise appertaining, and all the estate, right, title, and interest, trust, property, claim, and demand whatsoever, at law and in equity, of them, the said parties of the first part, of, in, and to the same.

To have and to hold the said herein described premises, with the appurtenances thereunto belonging, unto the said parties of the second part, their heirs and assigns, to the only proper use of the said parties of the second part, their heirs and assigns, forever.

In testimony whereof the said parties have hereunto set their hands and affixed their [seals,] the day and year above written.

MARTIN W. EWING, [SEAL.]
ANN EWING. [SEAL.]

STATE OF MISSISSIPPI,
Adams county, ss:

Personally appeared before me, Halsey Townsend, the presiding justice of the county court in and for said county, the above named Martin W. Ewing and Ann, his wife, and severally acknowledged that they signed, sealed, and delivered the foregoing deed on the day and year therein mentioned, as their act and deed; and the said Ann being by me examined separate and apart from her said husband, acknowledged that she signed, sealed, and delivered the same freely, without any fear, threats, or compulsion of her said husband.

Given under my hand and seal, this 9th day of April, A. D. 1832.

HALSEY TOWNSEND, *P. J.* [SEAL.]

STATE OF MISSISSIPPI,
Adams county:

I, Woodson Wren, clerk of the county court of said county, certify, that Halsey Townsend, esquire, whose name appears to the within certificate of acknowledgment, is this day the presiding justice of said court, duly commissioned and qualified.

[SEAL.] Given under my hand and official seal, at the city of Natchez, this 9th day of April, A. D. 1832.

WOODSON WREN, *Clerk.*

Received for record April 16th, 1832.

WM. DAVIS, *Clerk.*

THE STATE OF MISSISSIPPI,
Claiborne county, ss:

I, William Davis, clerk of the county court of the county aforesaid, do certify, that the within deed and certificate therein are truly recorded in my office, in book M, No. 12, pages 334 to 336, inclusive.

Given under my hand at Port Gibson, this 1st day of June, A. D. 1832.

WM. DAVIS, *Clerk.*

E. P. FOURNIQUET and WIFE, and M. W. EWING and WIFE,
vs.
JOHN PERKINS.

Circuit court United States, fifth circuit, district of Louisiana, in equity sitting.

Interrogatories to be propounded to Mrs. Mary B. Eskridge, a witness at present residing at Somerset plantation near New Carthage, Lou-

isiana, whose testimony, when taken, will be read in evidence on the part of the complainants in the above entitled cause.

Interrogatory first. Please look at the instrument hereto attached, marked [P], being an agreement between Benjamin S. Bynum and Mary C. Bynum, and John Perkins, dated first day of June, 1829, and say if you did not, in conjunction with your brother, Benjamin S. Bynum, and the defendant, John Perkins, sign the same. As your sister Harriet's name is mentioned therein, please state where she was at the time the said instrument was executed; state, also, in whose hands this instrument remained.

Interrogatory second. Please look at the endorsement on the back of said instrument, which is to the following effect, viz: "Filed, March 31, 1842. W. Byrnes, Deputy Clerk court of probates." And say whether you do or do not know that the defendant, in a previous suit instituted against him in the probate court of Concordia, by the complainants, produced the aforesaid instrument to the probate court as part of his defence, and as his title to the negroes, &c., named therein.

Interrogatory third. Please look at the instrument hereto attached, marked LL, being a deed of gift from John Perkins to Benjamin S. Bynum, for the Long Branch tract of land, dated first May, 1829, and say whether the signature of John Perkins thereto is genuine, and whether you do or do not know it to be genuine, for having frequently seen him write and sign his name, and from having frequently received letters and communications in writing from the said John Perkins. Do you or not know that Joseph Smith and James Noulen, the subscribing witnesses, are both dead? When did they die? Please state, if you are able to do so.

Interrogatory fourth. Please look at the instrument hereto attached, marked L, being a deed from Martin W. Ewing and Ann Ewing to Harriet Jane Bynum and Thomas P. Eskridge, dated ninth April, 1832, and say whether the signatures of Martin W. Ewing and Ann Ewing thereto are genuine; and whether you do or do not know them to be so, from having frequently seen them sign their names, and from having received letters and communications in writing from the said Martin W. Ewing and Ann Ewing, his wife.

Interrogatory fifth. Do you or not know that, in the year 1833, E. P. Fourniquet, as the agent for Long Branch plantation, paid to J. Holt, esq., an attorney at law, the sum of two hundred and fifty dollars, being the fee of the said attorney for defending the title of Long Branch, in the United States circuit court, against the adverse claim of the heirs of Peck, of Kentucky?

Interrogatory sixth. Do you or not know that your half sister, Sarah Henrietta Perkins, the daughter of the defendant, died in the State of Kentucky, on the first day of August, 1825?

Interrogatory seventh. Do you know, or can you set forth, any other matters or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to this

the subject of your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

JOHN HENDERSON, *Complainant's Solicitor.*

E. P. FOURNIQUET and WIFE, and MARTIN W. EWING and WIFE,
vs.
JOHN PERKINS.

United States circuit court, fifth circuit, district of Louisiana.

Cross interrogatories to be propounded to Mrs. Mary B. Eskridge, a witness examined by complainants.

1st. Do you know and can you state what negroes were derived by your mother from the succession of William Rives, and what negroes were derived by her from the succession of Henry Rives? If yea, please name and designate them particularly.

2d. Please examine carefully the document marked P, submitted to you on the part of the complainants for proof of signatures, and explain fully and particularly, if you can, the nature, meaning, [and] pretension of said act, and whether the negroes Cook and Lucy were not, by that act, given to John and William Perkins to carry out the object and intentions of your mother in her will, by which she bequeathed all the property acquired by her from the estate of her brother to be divided equally between her six children.

3d. Will you state, if you can, why the negroes Abb and George were included in the first division of your mother's estate, and omitted in the subsequent division, under the said instrument marked P? Do you not know that the negroes Abb and George, though inventoried as belonging to the estate of your mother, were paid for by Judge Perkins, in consequence of the estate of Mr. Rives, her brother, proving to be insolvent; and that, in the previous allotment to Mr. Ewing, they were erroneously taken into the division? Please set forth fully all you know on this subject.

4th. In reference to the document marked L, being a deed from Martin W. Ewing and Ann S. Ewing to Harriet J. Bynum and Thomas P. Eskridge, of their claim to an undivided interest in the Long Branch plantation, will you state whether the said deed was not executed in pursuance of a compromise entered into with Ewing and wife, who attempted to defeat the clause in the act of donation of the Long Branch plantation to your brother Benjamin, by which it was stipulated that, in case of his death without issue, the property should go to your sister Harriet and yourself? Please state all your knowledge on this subject.

5th. In reference to the sale by John Perkins to Benjamin Bynum of the negroes Cook and Lucy, and Bett or Betty, will you state whether you are acquainted with that transaction, and whether, though in the form of an act of sale, it was not in reality an exchange of negroes between the parties. And who were the negroes so exchanged. Please state all your knowledge on this subject.

6th. Do you know whether the negro woman Mooney was one of the Bynum negroes; and if she was, how she subsequently came into the possession of the defendant; if by exchange for other negroes, for what negroes? Please state all your knowledge on this subject.

7th. Do you know how much *in value*, in addition to the two negro boys, directed by your mother's will to be given to your brothers John and William, was ever received by them of their mother's estate? Please state all you know.

8th. Do you know any thing of one Sugars Turner, who once resided with your mother, or with the defendant? Can you state precisely the period of his arrival in the country; and at what time, and for what length of time, he lived in your family?

9th. If you know any thing further, in reference to the above matters, or any other matters connected with the subject of the controversy, respecting which you have not been interrogated, and which may be material, please state the same as fully and particularly as if interrogated thereto.

R. N. & A. N. OGDEN,
Solicitors for defendant.

STATE OF LOUISIANA, *parish of Madison, ss:*

Personally appeared before me the above Mrs. Mary B. Eskridge, who, being duly sworn, answers the foregoing interrogatories, as follows:

M. B. Eskridge in reply to 1st interrogatory.

The document described in this interrogatory, marked P, dated 1st June, 1829, has the genuine signatures of the defendant, and my brother B. S. Bynum, and myself. My sister, Mrs. Fourniquet, was at that time at school in Baltimore. I think the document remained in the keeping of the defendant.

2d interrogatory. I know nothing of the circumstances upon which I am questioned in this interrogatory, in reference to the above document.

3d. The signature of the defendant in his deed of Long Branch tract of land, to my brother B. S. Bynum, I know to be his. The two subscribing witnesses, Mr. Joseph Smith and James Nolen, are both dead, and have been for eight or ten years.

4th interrogatory. The signatures of M. W. Ewing and his wife, affixed to document, marked L, bearing date April 9th, 1832, I know to be truly theirs.

5th interrogatory. The sum of $250 was paid in 1833, I believe, to Mr. J. Holt, attorney, for defence of Long Branch, against the heirs of a Mr. Peck, of Kentucky.

6th. My half sister, Sarah R. H. Perkins, infant daughter of the defendant, died in Kentucky, August, 1825.

7th. I have nothing further to add.

MARY B. ESKRIDGE.

Mary B. Eskridge in reply to 1st cross interrogatory.

My mother, from her brother William Rives' estate, acquired the following negroes, viz: Old woman Lucy and her children, Rose, Celina, Jack, Jim, Susy, and Peter; the last died young. From her brother Henry's estate, she received two negroes, viz: Abb and her son George.

2d cross int. The instrument of agreement between defendant, my brother B. S. Bynum, and myself, dated 1st June, 1829, was entered into and executed in fulfilment, as far as was then in our power, of the spirit and intention of my mother's will. The directions of her will towards her four eldest children had been most strictly observed. But up to *that time* the defendant had received nothing from my mother's estate for his two sons John and William Perkins, save the young boy Arthur, named in her will for John. Her will, in relation to her younger sons, was, that they should receive an equal portion with the four elder children, of *such property* as she inherited from her brother, *William Rives;* and also, that a negro of equal value as Arthur, should be purchased from her *original estate*, and given to William Perkins. *These then* were the objects of said agreement, which was executed, as well as it could be, after the following manner: The property for equal distribution, under the latter clause of her will, was made now to consist of old negroes, Cook and Lucy and their children, Jack, Jim, and Susy—(under the previous legal partition of my mother's estate, two women, Rose and Celina, had been allotted and adjudged to my sister, Mrs. Fourniquet, and they were not now brought in for general division.) Cook, the husband of Lucy, was erroneously included in this lot; he had been given to my mother, I believe, by her father in South Carolina, years before she acquired his family. But in this arrangement it may [be] considered, that the girl Susy was an offset—she was now taken from the lot for division amongst the five children, and given to William Perkins, as equal to boy Arthur. The remaining four, Cook, Lucy, Jack, and Jim, were therefore divided. John and William Perkins got Cook and Lucy; to Benjamin, Harriet, and myself, Jack and Jim; this gave John and William an excess of $10, above their two-fifths. This, together with the withdrawal of Susy from this list of negroes, may account for the language of the document, in relation to their over-proportion. And, as (under the legal partition of her whole estate) a portion of the William Rives' negroes had been given off to the other children, and not made subject to the directions of the will, as is remarked in said instrument of agreement, Mr. Ewings on [the] part of his wife, would have no part in this business, he had two years before received one quarter of my father's, and one quarter of my mother's entire estate, and would not afterwards consent to return any portion as subject to redivision among the heirs.

3d cross interrogatory. The negroes, Abb and George, derived from my uncle Henry Rives' estate to my mother, were claimed by his creditors; the defendant paid the claims, amounting to as much as their appraised value, and thus owned the negroes. I believe these claims

against his estate had not been presented previous to the legal allotment of my mother's estate; when, of course, they were taken into the division, and Mr. Ewing received his portion in them, which was never refunded, that I know of, after the claims were brought against them; the other heirs never received any portion from said succession of Henry Rives.

4th cross interrogatory. In reference to document marked L, dated April 9th, 1802, being a deed from M. W. Ewing and wife, of their interest in Long Branch lands, it was entered into as a compromise with Ewing and wife, (to prevent litigation and discord in the family,) they contending for an equal portion, with the two other heirs, of the land; while, according to the express terms of the deed to my brother, in case of his death without issue, it was to descend exclusively to my sister, Mrs. Fourniquet, and myself.

5th cross interrogatory. The negroes, Cook, Lucy, and Betty, were not sold by the defendant to my brother, but exchanged with him for his negro woman Mooney, and three or four little children, as the defendant owned her husband.

6th. The woman Mooney was one of the Bynum negroes; had come into my brother Benjamin's possession; to gratify the negroes in their attachments, the exchange was made as above mentioned.

7th. I believe the two negroes, Cook and Lucy, valued at $450, to be all that was received by the defendant from my mother's estate for his two sons, John and William, in addition to boy Arthur and girl Susy, as under directions of her will.

8th. Mr. Sugars Turner is anephew of my father's; after my father's death, in 1818, I think, he visited my mother on Lake Concordia; was then quite young. Some years after, I think, he was for a time in the employment of the defendant. I do not know much of his character or history, however, as I have seen him but once since I was a child; I believe he and defendant have had no intercourse since 1824.

9th. I know of nothing further to add.

MARY B. ESKRIDGE.

STATE OF LOUISIANA, *Parish of Madison, ss:*

Personally appeared before me the above mentioned Mrs. Mary B. Eskridge, who, being duly sworn, answered the foregoing interrogatories as above set forth, and subscribed the same as such.

In witness whereof I have hereunto set my hand and seal.

THOS. MONTGOMERY, *J. P.*

Circuit court of the United States, for the fifth judicial circuit, holding sessions in and for the district of Louisiana.

To William N. Peers, a justice of the peace in and for the county of Yazoo, and State of Mississippi:

Know ye, that, reposing special trust and confidence in your integrity and ability, we hereby authorize and require you, that you call and cause to come before you, Moses Mulholland, and him duly examine

on oath touching and concerning certain matters and things in a case now depending in the said court, wherein Fourniquet and wife, and Ewing and wife, are plaintiffs, and John Perkins defendant. And the same examinations, so taken and reduced to writing, you certify under your hand and seal, and send enclosed to this court without delay, to be read in evidence on the trial of said cause; and send also this writ.

Witness the honorable R. B. Taney, chief justice of the Supreme Court of the United States, at the city of New Orleans, this [SEAL.] fifth day of June, anno domini 1845, and the sixty-ninth year of the independence of the United States of America.

DUNCAN N. HENNEN, *Clerk*.

Circuit court of the United States, for the fifth circuit and eastern district of Louisiana, in equity sitting.

E. P. FOURNIQUET & WIFE, and
M. W. EWING & WIFE,
vs.
JOHN PERKINS.

Interrogatories to be propounded to Moses Munholland, a witness, residing in the county of Yazoo, State of Mississippi, whose evidence, when taken, will be read on the part of the plaintiffs on the trial of this cause.

Interrogatory first. Are you acquainted with the parties to this suit?

Interrogatory second. Did you or did you not have charge of the defendant's Somerset plantation in 1826 and 1827; and in the year 1828, were you or were you not employed by the defendant to take the Bynum negroes, stock, &c., to the old Bynum plantation on lake Concordia?

Interrogatory third. How many acres of land did you find cleared at Somerset, when you went there; how many were then in cultivation; had or had not Somerset originally a very heavy growth of timber on it; what would you consider it worth per acre to clear and prepare land for cultivation as you found it at Somerset?

Interrogatory fourth. What was the usual hire for negroes per annum from 1820 until 1827, inclusive; did you not, in 1828, hire to David and Thomas Alexander some of the Bynum negroes; what did they pay therefor; was their food and clothing included in the price of this hire as given by you?

Interrogatory fifth. In addition to the defendant's cotton crops, was he or was he not in the habit of raising large crops of corn; did he or did he not sell any corn from Somerset during your stay there?

Interrogatory sixth. Was there or was there not a large stock of horned cattle, horses, mules, and sheep at Somerset? State as nearly as you can how many of each there were. Was or was not any live stock sold from off the plantation during your stay there?

Interrogatory seventh. Do you or do you not consider the defendant a good and economical planter? Is he not a very close calculator as far as his plantation expenses is concerned? Did he or did he not make a considerable portion of his negro cloths, and raise all the corn necessary

for his force? What, to the best of your knowledge, would you consider a fair estimate of the Somerset plantation per annum, actually paid out in cash?

Interrogatory eighth. What number of hands did the defendant work on his Somerset plantation? What proportion thereof were known as Bynum negroes? How many bales of cotton do you believe you could have raised per annum, with the Bynum negroes, on such lands as Somerset, or the old Bynum plantation, to which the said negroes were removed by you in 1848? In this estimate include also corn sufficient to support the negroes.

Interrogatory ninth. Was or was not Somerset a sickly place? Did or did not the defendant allow a physician to be called in for a sick negro? What were his instructions in relation thereto? Please state fully. Did or did not any of the Bynum negroes die at Somerset while you remained there? If yea, give their names and ages.

Interrogatory tenth. Was or was not Sumerset a very finely improved estate? Please state particularly the various improvements thereon.

Interrogatory eleventh. When you removed the Bynum negroes to the old Bynum plantation in 1828, in what condition did you find the said plantation? Describe particularly the buildings you found thereon, their condition, &c., &c.; and describe minutely and particularly the particular circumstances attending the removal of the Bynum negroes from Somerset, and their arrival and location on the old or Bynum plantation.

Interrogatory twelfth. Were or were not the Bynum negroes, when they left Somerset, liberally supplied by the defendant with farming utensils, and such instruments of husbandry as was necessary for the new settlement? Did he or did he not supply them with corn? If to the last you answer in the negative, then say if the corn for their support had not to be furnished from the plantation of Major Minor? State particularly all you heard in relation to the said corn from the defendant or Major Minor; about how many bushels in the whole was supplied by the said Minor.

Interrogatory thirteenth. Please look at the annexed accounts, marked (A and B,) and say if you remember the articles named therein, or any part or portion thereof, having been received on the Lake place?

Interrogatory fourteeenth. How many bales of cotton was there raised on the old Bynum plantation in 1828? How many would you probably have raised but for the overflow of that year? Was not the overflow of 1828 the most general and appalling that has ever been known to the oldest of our river planters? Was there corn sufficient raised that year for the support of the negroes?

Interrogatory fifteenth. Do you, or can you, set forth any other matters or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or the matter in question in this cause? If yea, set forth the same fully and at large in your answer.

JOHN HENDERSON,
Attorney for complainants.

Exhibit A.

Benjamin Bynum in account with John Perkins.

1828.	Dr.	
	To this sum advanced you by M. Gwinn, Baltimore, after January, 1828, at various times	$495 20
	" do by do to return home with - -	300 00
	" cash at Somerset on your return - -	20 00
	" do paid Judge Guion for office fees, in the emancipation of sister - - - -	17 25
	" do paid James Watson's draft on me -	134 25
	" Somerset for 166 lbs. pork, and freight thereon - - - - -	12 50
	" do for 1 pr. ox-cart wheels - -	50 00
	" Briers for horse cart - - -	30 00
	" succession of R. M. and Harriet for sundry articles - - - - -	317 55
	" balance, and on your account from succession - - - - -	21 40
	" do on sister's, Mary, on account from do -	21 40
	" two thirds of this amount, $13 65, paid Mr. Fisk's int. account, and omitted in succession account - - - - -	9 10
	" two thirds of an error or omission in succession account, placed to your credit, $4 90 -	3 26
		$1,431 91
1829.	Cr.	
	By your draft on Mr. Fisk for the price, and on account of the following items, to wit:	
	" cash paid for emancipation sister - $17 25	
	" pork and freight - - - 12 50	
	" pr. cart wheels - - - 50 00	
	" Briers for horse cart - - 30 00	
		109 75
	" succession, for amount of your, for cash paid McKinney for hauling cotton, and purchase of pork and other things for said succession	31 25
	" difference between Walworth and Alexander's account - - - - -	10 00
	" succession, for an error or omission of -	4 90½
	" cash paid storage on pork under the hill -	3 12½
	Balance - - - - -	1,272 88½
		$1,431 91

Errors and omissions excepted. May 30, 1839.

	Dr.	
1829.		
May 30	To balance due this 30th day of May, 1829	$1,272 88½
	" int. up to February, 1830, at 10 per cent.	84 80
	" cash on the road between Nashville and Lexington	7 00
	" this sum assumed for sister Mary, expenses for the year 1828, in Baltimore, suppose	600 00
Dec. 2	To my draft on Mr. Fisk for $939 81½	839 81½
	" cash, sister Mary, travelling expenses	100 00
	" 12 months' interest on note negotiated for cash	300 00
		$3,304 50
	Cr.	
1829.	By this sum, paid for my taxes in Claiborne county for the present year, to wit, 1829	$4 50
Dec. 2	" your note, payable February 1, 1831, for	3,000 00
	" do do for interest	300 00
		$3,304 50

Errors and omissions excepted—2d day of December, 1829.

JNO. PERKINS.

In the circuit court of the eastern district of Louisiana, in equity.

E. P. Fourniquet and Wife, and
Martin W. Ewing and Wife,
vs.
John Perkins.

Cross interrogatories to be propounded, in behalf of defendant, to Moses Mulholland, a witness for complainants.

1st. Do you know any thing of the state or situation of the property of the defendant at the period of the death of his wife, the widow Benjamin Bynum, which occurred in August, 1824?

2d. Do you know, and can you state, any thing material to the defendant in relation to the matters involved in the present controversy? If so, please state the same as fully and particularly as if interrogated thereto.

R. N. & A. N. OGDEN,
Solicitors for defendant.

through Bullit's bayou into Lake Concordia, it being the time of the great overflow of 1828, and the plantation was then under water. There was not a foot of dry land to be found upon the Bynum plantation at that time. The flat-boat we were in was carried up to the dwelling-house, and the cable tied to the gallery posts. The witness found every thing out of order when he first went there. The houses and cabins had all, with the exception of the old dwelling-house, and one or two other buildings in the yard, rotted down, or were in a ruinous condition, and the dwelling-house itself was scarcely in a better condition. There was no fencing on the place; all had to be made new. The hands that came down in the flat-boat remained in it then for some three or four weeks there, and in the old dwelling-house, and until the waters receded. Most of the men, and several of the women, were taken over to the Briars, the residence of the defendant, over in the vicinity of Natchez, where they were employed in digging down the hills of the yard of the defendant. The balance of the negroes taken over there, was employed about [the] place. Witness thinks it was about one month before they could do any thing on the Lake plantation towards the crop. Witness says that there was all the ploughs bought; he thinks the axes *was* sent down from the Somerset place; other tools he cannot now recollect where or how they came; likely bought. There was one ox cart sent over, and thinks it came from the Briars, though he is not positive; but is positive there was not a horse cart on the place in the year 1828, whilst he was there.

12th interrogatory. The first branch of this interrogation is answered in 11th. Witness says, according to his best recollection, there was no corn sent down from the Somerset place, for the use of the Lake plantation. He thinks there was not any more provisions than would last them down. There was 500 bushels of corn gotten from Major Minor's plantation, on Lake Concordia, soon after we went down; and witness understood it was for a like quantity which the defendant had let said Minor have from the Bynum place when the hands were removed to the Somerset plantation. But whether he derived the information from the defendant or Mr. Minor, he does not now recollect, but feels satisfied it was from one or the other.

13th interrogatory. Witness answers, that he has examined the exhibit; marked A, purporting to be an account current of the late Benjamin S. Bynum, with the defendant, John Perkins, for the years 1828 and 1829. It is in the handwriting of the defendant; but witness knows nothing of the items charged therein, unless it be the one pair of ox cart wheels charged at $50, as there was a pair of cart wheels of that description brought on the Lake Concordia plantation whilst he overseered there, the year 1828. But as the witness has stated in his answer to 11th interrogatory, he knows nothing of the horse cart as charged in said account at $30; but knows there was nothing of the kind on the plantation whilst he was living there.

14th interrogatory. Witness states that there was forty bales of cotton, or the rise probably of that, made in 1828. But for the overflow, and

the bad condition of the plantation, being without fencing until late, as the water remained on most of the place until near the first of June; in an ordinary crop year, and without an overflow, witness thinks he could have made, with that force and on that plantation, from 150 to 200 bales of cotton, and corn and provender sufficient to support the place. The overflow of 1828 was the greatest of which he has any knowledge of.

15th interrogatory. Witness has no knowledge or recollection now of any thing which he considers would be of any material advantage to the plaintiffs in the case, unless it may be for him to state, after he had laid by the crop in 1828, he employed some of the hands in gathering Spanish moss, of which he collected, according to the best of his recollection, hundred pounds, which was taken over to Natchez, and sold to Joseph Newman, a saddler, and thinks it brought about $35 or $40. There was a great deal of work done on Somerset plantation while witness was there, in the year 1826 and 1827, besides the culture of the crops and improvement of the plantation; for instance, the hands cut each of those years, above 100 cords of wood for Mr. Joseph Smith, who acted as agent for Judge Perkins at that time; as much more wood was cut for him each year, as a compensation for his services. The cotton crop of 1826, (a partial overflow,) was 240 or 250 bales of cotton, as he believes, is in about correct; and the crop of 1827, was from 500 to 525 bales, as he understood, after he left the place. The crop of 1825 was 346 bales. There was one of the Bynum negroes, named Billy, the weaver, retained at Somerset plantation until late in the summer, to weave cloth for the Somerset plantation, but there was a woman sent in his place, named Betty.

E. P. Fourniquet and Wife, and M. W. Ewing and Wife,
vs.
John Perkins.

In the circuit court of the eastern district of Louisiana. In equity.

1st cross interrogatory. In answer to this, the witness says, that he knows nothing about the situation of the defendant at the period referred to.

2d cross interrogatory. Witness says that he knows of nothing that will be of any benefit to defendant, unless that the crops of 1826 and 1827 were not so heavy, and did not make as much per hand, owing, as he supposes, from planting the green and black seed; it was then considered with such kind of seed as here named, to be a good crop, four to five bales to the hand; he further thinks, that at that time the defendant's force was the strongest according to number, from the fact that the defendant's negroes were younger than the Bynum negroes, and able bodied. The Bynum force had among them some ruptured ones, and thinks about four. And further this deponent sayeth not.

MOSES MULHOLLAND.

Sworn to and subscribed before me, this 3d July, 1845.

WILLIAM N. PEERS,
J. P., Yazoo county.

Circuit court of the United States, for the fifth judicial circuit, holding sessions in and for the district of Louisiana.

To Thomas Edwards, esq., residing at Vidalia, in the parish of Concordia.

Know ye, that reposing special trust and confidence in your integrity and ability, we hereby authorize and require you, that you call and cause to come before you, Dr. Macintosh Williams, Gabriel B. Shields, and Isaac J. Course, and them duly examine on oath, and the annexed interrogatories, touching and concerning certain matters and things, in a case now depending in the said court, wherein E. P. Fourniquet and wife, and M. W. Ewing and wife, are plaintiffs, and John Perkins, defendant; and the same examinations so to be taken and reduced to writing, you certify under your hand and seal, and send enclosed to this court without delay, to be read in evidence on the trial of said cause, and send also this writ.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States, at the city of New Orleans, this fifth day of March, anno domini 1846, and the 70th year of the independence of the United States of America.

F. A. HARALSON, *Dep. Clerk.*
For E. J. RANDOLPH, *Clerk.*

E. P. FOURNIQUET AND WIFE, and M. W. EWING AND WIFE,
vs.
JOHN PERKINS.

United States circuit court, fifth circuit, district of Louisiana, in equity sitting.

Interrogatories to be propounded to Dr. Macintosh Williams, Gabriel B. Shields, and Isaac J. Course, esquires, witnesses residing in the parish of Concordia, State of Louisiana, whose testimony, when taken, will be read in evidence on the part of the complainants on the trial of the above entitled cause.

Interrogatory first. Do you know the parties to this suit; how long have you known them?

Interrogatory second. Did you or not, some years since, purchase from the estate of Blunt a plantation situated on Lake Concordia, adjoining what is known as Samuel Davis's Wickmore plantation? When did you make the purchase? What did you pay therefor per acre? Is not the land of Samuel Davis's Wickmore plantation of equally good quality with that of the Blunt place?

Interrogatory third. What is the general character of the lands on Lake Concordia? Are they or not considered as the best, or among the best, cotton lands in the State of Louisiana? What would you consider the value of Samuel Davis's Wickmore plantation per acre?

Interrogatory fourth. What would the Wickmore plantation have sold for in 1833 or 1834? Please state to the best of your judgment.

Interrogatory fifth. Do you not at this time own a portion of what

was formerly the Blunt place? When did you purchase the same? What was paid therefor per acre?

Interrogatory sixth. Are you or not the sheriff of the parish of Concordia, and conversant with the situation and estimated value of most of the principal plantations therein, and therefore capable of fixing a just and fair estimate on the value of the Wickmore plantation, and the lands on Lake Concordia generally.

Interrogatory seventh. Do you know, or can you set forth, any other matter or thing material to the subject of this your examination, or which may be a benefit or advantage to either of the parties to this cause, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

JOHN HENDERSON,
Solicitor for complainants.

Interrogatories number 1, 2, 3, 4, and 7, to be answered by Dr. M. Williams.

Interrogatories number 1, 3, 4, 5, and 7, to be answered by G. Shields, esq.

Interrogatories number 1, 3, 4, 6, and 7, to be answered by

United States circuit court, fifth circuit, district of Louisiana:

E. P. FOURNIQUET and Wife, and Martin W. Ewing and Wife,
vs.
JOHN PERKINS.

Cross interrogatories to Dr. Makintosh Williams, Gabriel B. Shields, and Isaac J. Course, witnesses interrogated by complainants.

First. What were the terms of your purchase, cash or credit; and, if on credit, on what terms?

Second. Do you or not consider that the price paid was high?

Third. Do you know in what year Bullitt's bayou was leveed across; and how much did its stoppage alone, in your opinion, enhance the value and price of lands on Lake Concordia?

Fourth. Has not the entire levee system in Concordia been perfected within the last ten years; how has it affected the value of lands on Lake Concordia?

Fifth. If you know anything further, material to the defendant, please state the same, fully and particularly.

R. N. & A. N. OGDEN,
Sols. for defendant.

STATE OF LOUISIANA, *parish of Concordia:*

By virtue of the commission to me, Thomas Edwards, a justice of the peace in and for said parish, directed, from the United States circuit court at the city of New Orleans, herewith returned annexed in the case now pending in said court, wherein E. P. Fourniquet and Wife, and M. W. Ewing, plaintiffs, and John Perkins, defendant, I have

this day caused Isaac J. Course, Dr. J. M. Williams, and Gabriel B. Shields, to come before me at my office in the town of Vidalia, who, being first duly sworn the truth and whole truth to depose on their oaths, testifies as follows:

Answers of Isaac J. Course.

To 1st interrogatory witness answers: That he knows the parties to this suit, and has known them since the year 1838.

To 3d interrogatory witness answers: That the general character of lands on Lake Concordia is good, and considered as good as any land in the State for the time they have been cultivated; and witness considers that Samuel Davis' Wicamore plantation is worth about forty dollars per acre.

To 4th interrogatory witness answers: That, not having lived in Concordia parish during the years 1833 or 1834, he cannot answer this interrogatory.

To 6th interrogatory witness answers: That he is the sheriff of the parish of Concordia, and conversant with the situation and estimated value of lands in this parish, and that he considers the estimate which he has placed on Mr. Davis' Weccama plantation a fair and just one.

To 7th interrogatory witness answers: That he knows nothing further that would be material to either party.

ISAAC J. COURSE.

Sworn to and subscribed before me this 21st day of March, A. D. 1846.

THOS. EDWARDS, *J. P.*

Answers of Isaac J. Course to cross interrogatories.

To 3d cross interrogatory witness answers: That he does not know what year Bullit's bayou was leveed across, but thinks it was during the years 1835 and 1836; and witness says that said levee has enhanced the value of the plantations on Lake Concordia considerably, say ten dollars per acre.

To 4th cross interrogatory witness answers: That the levee system in Concordia parish is not yet perfected, although it has been going on for the last fifteen years, and that the levee system generally has been the means of allowing more land to be cultivated on Lake Concordia, which otherwise would have been injured by every high water.

To 5th cross interrogatory witness answers: That he knows nothing further.

ISAAC J. COURSE.

Sworn to and subscribed before me, this 21 day of March, A. D. 1846.

THOS. EDWARDS, *J. Peace.*

Answers of Gabriel B. Shields.

To 1st interrogatory witness answers: That he knows the parties to this suit; has known them all since the year 1833.

To 2d interrogatory witness answers: That the general character of

lands on Lake Concordia are considered as good cotton lands as any in this region of country; and considers Samuel Davis' Weccama plantation to be worth at least thirty dollars per acre.

To 4th interrogatory witness answers: That he can form no idea of the value of Sam. Davis' Weccama plantation in the years 1833 or 1834, as he never knew them until after the year 1836.

To 5th interrogatory witness answers: That he does own, at this time, about one-half of what was formerly called the Blunt place, and purchased the same in the year 1842, and paid $50,000 for 1,236 acres, with the back concession guaranteed.

To the 7th interrogatory witness answers: That he knows of nothing further material to the subject of this examination.

GAB. B. SHIELDS.

Sworn to and subscribed before me, this 21st day of March, A. D. 1846.

THOS. EDWARDS, *J. P.*

Answers to cross interrogatories.

To 1st cross interrogatory witness answers: The terms of purchase were cash; and for further answer I refer you to my answer to 5th interrogatory in chief.

To 3d cross interrogatory witness answers: That he never knew Bullit's bayou levee until after it was finished, which was after the year 1838; does not know when it was commenced; and not having a knowledge of the country previous to the building of Bullit's bayou levee, he could not say from his own knowledge.

To 4th cross interrogatory witness answers: That he does not know.

To 5th cross interrogatory witness answers: That he knows of nothing further, as he came to this parish in the year 1842, and knows nothing but what has been told him by others, except what he has before stated.

GAB. B. SHIELDS.

Sworn to and subscribed before me, this 21st day of March, 1846.

THOS. EDWARDS, *J. Peace.*

Answers of Dr. James M. Williams.

To 1st interrogatory witness answers. That he knows the parties to this suit, and has known them for many years.

To 2nd interrogatory witness answers. That, in the year 1837, he purchased from the estate of Blunt a plantation, situate on lake Concordia, adjoining Sam. Davis' Weccama plantation, and paid two hundred and eighteen thousand dollars for the plantation in block, on a credit of eight years. The land of Sam'l Davis, Weccama plantation, is nothing like the land in the Blunt place, in quality or value.

To 3rd interrogatory witness answers. That he considers the lands generally, on lake Concordia, as the best, or among the best, cotton lands in the State of Louisiana; and considers the value of Sam. Davis' Weccama plantation to be worth about thirty dollars per acre.

To 4th interrogatory witness answers. That he does not know, as he was not in the parish.

To the 7th interrogatory witness answers. That he knows nothing further of benefit to the parties. J. M. WILLIAMS.

Sworn to and subscribed before me, this 21st day of March, 1846.
THOS. EDWARDS, *J. P.*

To cross interrogatories.

To 1st cross interrogatory witness answers. That my answer to this cross interrogatory is contained in my answer to the first interrogatory in chief.

To 2nd cross interrogatory witness answers. Yes.

To 3rd cross interrogatory witness answers. That he does not know when Bullit's bayou was leveed across. To the last part of this interrogatory, witness answers, that the said levee enhanced the value of lands on lake Concordia; to what extent he does not know.

To 4th cross interrogatory witness answers. That he does not know.

To 5th cross interrogatory witness answers. That he knows of nothing further. J. M. WILLIAMS.

Sworn to and subscribed before me, this 21st day of March, 1846.
THOS. EDWARDS, *J. Peace.*

STATE OF LOUISIANA,
Parish of Concordia:

I, Thomas Edwards, a justice of the peace, in and for said parish and State, do hereby certify, that the foregoing answers of Isaac J. Course, G. B. Shields, and James M. Williams, to the annexed interrogatories and cross interrogatories, to which answers they have severally affixed their names. I do further certify, that their said answers were written down by me in their presence, and after having carefully read the same to them, I swore them to the same, and caused them to affix their signatures, each to his own answers; thus done at my office, in the town of Vidalia, in said parish, this 21st day of March, A. D. 1846.
THOS. EDWARDS, *J. Peace.*

Circuit court of the United States for the judicial circuit, holding sessions in and for the district of Louisiana.

To F. J. Poor, esq., clerk of the probate court in and for the county of Claiborne, and State of Mississippi; and Daniel McDougall, esq., clerk of the circuit court in and for said county and State, or either of them.

Know ye, that, reposing special trust and confidence in your integrity and ability, we hereby authorize and require you, that you call and cause to come before you, J. B. Thrasher, esq., and him duly examine on oath, touching and concerning certain matters and things, in a case now depending in the said court, wherein Fourniquet and wife, and Ewing and wife, are plaintiffs, and John Perkins, defendant; and the same examinations, so taken and reduced to writing, you certify under

your hand and seal, and send enclosed to this court without delay, to be read in evidence on the trial of said cause, and send also this writ.

Witness the honorable R. B. Taney, chief justice of the Supreme Court of the United States, at the city of New Orleans, this [L. S.] fifth day of June, anno domini 1845, and the sixty-ninth year of the independence of the United States of America.

DUNCAN N. HENNEN, *Clerk*.

In the circuit court of the United States, for the fifth circuit and eastern district of Louisiana. In equity sitting.

E. P. FOURNIQUET and Wife, and
M. W. EWING and Wife,
vs.
JOHN PERKINS.

Interrogatories to be propounded to J. B. Thrasher, esquire, an attorney at law, residing at Port Gibson, State of Mississippi, a witness on the part of the plaintiff, whose answers will be read in evidence on the trial of this cause.

Interrogatory first. Do you know the parties to this suit? How long have you known the defendant?

Interrogatory second. Were you or were you not, on or about the year 1835 or 1836, employed by the plaintiff, Fourniquet, to obtain possession for him of a certain piece of land in Claiborne county, adjoining the Long Branch plantation; which said piece of land had been received by said Fourniquet and Wife from the defendant, Perkins?

Interrogatory third. Was or was not your attempt to obtain possession of said land, by an action at law, estopped by an injunction, obtained by the parties in possession, and claiming adversely to the title of Perkins and Fourniquet?

Interrogatory fourth. Was or was not the case a difficult and complicated one, and were you or not assisted therein by other counsel? If yea, by whom?

Interrogatory fifth. Please look at the annexed account for $110, and say if it was not rendered by you in consideration of the services aforesaid, (in part,) and say, also, if the amount, as set forth, was or was not paid to you by said Fourniquet.

Interrogatory sixth. Do you or can you set forth any other matters or thing which may be of benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

Interrogatory seventh. Have you or have you not any *any* letters in your possession from either the defendant Perkins or Fourniquet, setting forth the terms and conditions on which Fourniquet recovered the said lands? If yea, please annex the same to your answer. Did or not, after the order for partition was made, institute a suit of ejectment for the possession of said land; and was or was not the possession ever recovered to Fourniquet; if not, how was it prevented, on a final investigation of

the case in chancery; what, in fact, was the quantity of land which the controversy disclosed as effectively transferred by the deed of Perkins to Fourniquet, and was the value of the land *half equal* to the costs and expenses of the controversy to recover it?

JNO. HENDERSON, *Sol. for Compl't.*

E. P. Fourniquet, esq., to J. B. Thrasher.

1835.	Dr.	
April,	To filing petition, obtaining division of land claimed by Jno. G. Singleton, in Claiborne county, adjoining long branch plantation, and superintending the same - - - -	$30 00
April,	To cash paid surveyor, and other expenses of partition of the land, commissioner, chain bearers, &c. - - - - -	70 00
	To cash paid for recording partition, and copy of deeds, &c. - - - - -	10 00
		$110 00
1836.	Cr.	
Mar. 31,	By bill on you at sight, in favor of Wm. F. Goodin, cashier - - - - -	$110 00

Port Gibson, 31st March, 1836. J. B. THRASHER.

In the United States circuit court, eastern district of Louisiana.

E. P. Fourniquet and Wife, & al.,
vs.
John Perkins.

Cross interrogatories to be propounded to J. B. Thrasher, on behalf of the defendant, John Perkins.

1st. Will you state what is the present situation of the suit in reference to which you have been interrogated by the complainants? Was it ever prosecuted to final judgment; if not, was not the reason for it the fear that by prosecuting that suit the complainants, Fourniquet and wife, might prejudice the present suit, which they are carrying on against the defendant?

2nd. Does not the land which you speak of lie immediately at the side of what is called the Long Branch estate, and is it not of equal value with the land of the Long Branch estate?

R. N. & A. N. OGDEN,
Solicitors for defendant.

THE STATE OF MISSISSIPPI,
County of Claiborne:

FOURNIQUET and Wife, and EWING and Wife,
vs.
JOHN PERKINS.

By virtue of a commission to me directed, from the circuit court of the United States for the fifth circuit and district of Louisiana, I have caused to come before me J. B. Thrasher, a witness on the part of the plaintiffs in the above stated case, to me personally known, who, being duly sworn, in answer to the interrogatories propounded, deposeth and saith:

To interrogatory first. I know John Perkins and E. P. Fourniquet; have known the defendant twelve or thirteen years.

To interrogatory second. I was, in the year 1834 or 1835.

To interrogatory third. Yes, an injunction was obtained by a bill filed in the superior court of chancery, enjoining the defendants and myself, as their attorney, from proceeding at law in the action of ejectment to recover possession.

To interrogatory fourth. The case was somewhat difficult and complicated. I was assisted by other counsel, employed by E. P. Fourniquet, to wit, honorable John Henderson, then practising law in the State of Mississippi.

To interrogatory fifth. The account is correct as stated, and was paid to me by E. P. Fourniquet. Said account was rendered by me for services (in part) in the suit to obtain possession of the land mentioned in second interrogatory; the balance of my services amounted to one hundred dollars.

To interrogatory sixth. In answer to this general interrogatory, the witness, being interrogated by E. P. Fourniquet, one of the complainants, answers and says, that he, at or about the time of the institution of the suit aforesaid, had conversations with both parties in relation to the said claim for lands; and, from what he understood from defendant and E. P. Fourniquet, his client, he was given to understand the said lands were a gift from John Perkins to E. P. Fourniquet and wife.

Witness has been engaged in defending claims in the Lyman Mandamus. Witness knows that the heirs of Peck, of Kentucky, were for a number of years engaged in prosecuting a claim for lands in the Lyman Mandamus adverse to the claim of Hartley Bay, and others; and that what is now known as the Long Branch plantation, and the tract of land for which witness instituted proceedings for Fourniquet, witness believes were covered by the said Peck claim. Witness knows that Singleton, who held possession of the land at the time the same was deeded to Fourniquet and wife by Perkins, held possession of the same up to the time of his death; and that those claiming under or through him still hold possession of the same; and that Fourniquet and wife have never obtained possession of any part or portion of said lands.

Witness did, on or about the time above referred to, receive letters from the defendant in relation to the adverse claim of Singleton, through which the said Singleton proposed to resist the title and possession of Fourniquet and wife, as received by them from the defendant. Witness is well aware that Perkins, the defendant, knew of the said outstanding title; and witness also knows that, for several years previous to the time he was employed by Fourniquet and wife, that the defendant, John Perkins, had been attempting to establish his claim in his own behalf, and to obtain partition and possession of the said tract of land through the agency of one Amos Whitney, esquire, who was then a practising lawyer of this county, but has since died.

To interrogatory seventh. Witness annexes a letter from E. P. Fourniquet, dated 3d April, 1834, and also a letter from John Henderson, and from E. P. Fourniquet, dated 16th and 17th February, 1834, which are in reference to the aforesaid transaction, and which were duly received by witness from the parties; the said letters are marked A and B, to identify the same. Witness answers that he did institute a suit of ejectment for the possession of said land, and was estopped therein by an injunction from the superior court of chancery of the State of Mississippi. The possession of said land has never been recovered by Fourniquet and wife, and has been prevented by said injunction and adverse claim of Singleton. Witness does not remember the exact amount of land which the said controversy disclosed as transferred by Perkins to Fourniquet, but a transcript of the bill in chancery will disclose the same. Witness cannot say what the value of the land was; it was so embarrassed by difficulties that witness cannot estimate the value.

In answer to cross interrogatories. Witness says that the suit referred to, he supposes, has been dismissed for want of prosecution. Witness believes that Fourniquet despaired of success; it being a litigated and expensive suit. Witness never knew of the institution of the present suit, in the United States circuit court in Louisiana, until the present day.

To second cross interrogatory. Witness says that it is an undivided interest in a tract of one thousand acres or upwards, to be taken out of the said tract, wherever the allotment might place it; and, if adjoining the Long Branch plantation, equally valuable with the same.

J. B. THRASHER.

The foregoing interrogatories and answers having been duly read over to the witness, and the said witness having been duly sworn, signed the same in my presence. The said answers having been duly committed to writing by me, the said commissioner.

In testimony whereof I, Frederick J. Poor, clerk of the probate court in and for the county of Claiborne, and State aforesaid, and commissioner appointed to take the foregoing deposition under [SEAL.] the commission hereto attached, have hereunto set my hand and seal of said court, this sixteenth day of June, in the year of our Lord one thousand eight hundred and forty-five.

FREDERICK J. POOR, *Clerk*.

Document A, annexed to answers.

NATCHEZ, *April 3d*, 1834.

J. B. THRASHER, ESQ.,
Port Gibson, Mississippi.

DEAR SIR: Your favor of the 19th of March, covering the deed of gift from Judge Perkins to myself, was received in due course of the mail. I had it acknowledged by Mrs. P., she fortunately being here at the time of its receipt; on her return, I sent it to the Judge, requesting him to acknowledge it before some legally constituted authority in Louisiana, and return it to me here; immediately that it comes to hand I will forward it to you. A friend of mine, Mr. Fox, having some business to transact in Jackson, promised to obtain and forward to you by mail the law required in the division. When you are in possession of all the requisite papers, do you anticipate much difficulty or delay in getting possession of the land? I should be glad to hear from you on this subject. Very respectfully,

E. P. FOURNIQUET.

Document B, annexed to answers.

NATCHEZ, *Feb'y* 16, 1834.

DR. SIR: My brother-in-law, E. P. Fourniquet, has shewn me your letter to him of 12th inst., relative to a division of a tract of land held by him as assignee of Judge Perkins, and in co-tenancy with a Mr. Singleton, and has requested I would reply to your suggestions on the subject. I perceive you have very correctly concluded, from the laws before you, that it would be difficult to obtain a partition, but by petition to the chancellor. This same difficulty having occurred to me some months since, I introduced a bill at the late session of our legislature amendatory to the powers of the probate judge and the probate court, and among other things provided that the same powers which heretofore appertained to the presiding judge or chief justice of the county court on this subject, should be extended and appertain to the probate judges respectively. This bill became a law, and, my impression is, took effect from the date of its passage; but if it had to run the constitutional date, the sixty days must soon expire.

I suggest this circumstance, as it will so materially diminish the trouble of the proceeding. At Mr. Fourniquet's request, too, I have addressed a letter to the Secretary of State to send you a certified copy of the act, if the same has not been published in the newspapers, which I have not seen. But, whether you have read it or not, I am confident you will proceed correctly by petition to the probate judge, pursuing in all things else the precise directions of the Statute in the Rev. Code on the subject. The records to be made and the clerical duties to be performed by the probate court.

Respectfully yours, &c.,

JOHN HENDERSON.

J. B. THRASHER, ESQ.

NATCHEZ, 17 *Feb'y*, 1834.

DEAR SIR: Your favor of the 12th inst. is in hand. You will please receive my thanks for your prompt action in my business. I hope the information communicated in the subjoined letter of Mr. Henderson's will still further simplify your proceedings in this case. I should be glad to have either of the Mister Andersons to act as commissioner for the division of the land, but particularly the one that is now absent from your town, in New Orleans, as I am personally acquainted with him.

I am, very respectfully, your obedient servant, in haste,

E. P. FOURNIQUET.

J. B. THRASHER, ESQ.,
Port Gibson, Miss.

STATE OF MISSISSIPPI, *county of Yazoo:*

Personally appeared before me, , judge of the probate court in and for the county and State aforesaid, John J. Purvis, a witness to me personally known, the said witness being a citizen of the county and State aforesaid, and residing more than one hundred miles from the city of New Orleans, the place of trial; and the said witness, also residing at a greater distance than one hundred miles from the residence of the defendant, John Perkins, notification to the said defendant to be and appear at the examination of the said John J. Purvis is dispensed with. The said witness is examined by me, *de bene esse*, on the part of the complainants in a certain cause now pending before the honorable the circuit court of the United States for the fifth circuit and district of Louisiana, in equity sitting, wherein E. P. Fourniquet and wife, and Martin W. Ewing and wife, are plaintiffs, and John Perkins, defendant. And the said witness, having been carefully examined, and cautioned, and sworn to testify the whole truth, deposeth and sayeth:

That he had charge of Mr. Ewing's hands, on Lake Concordia, in the year 1830. Mr. Ewing's hands were worked upon part of what was known as the old Bynum plantation. Witness says that, with about 14 full hands, he raised for Mr. Ewing about 140 bales of cotton. Witness thinks that with the whole Bynum force, (estimating the Ewing force at $\frac{1}{4}$ thereof,) on such land as the old Bynum plantation, he could have raised between 400 and 500 bales of cotton, and corn enough to have done the place. Witness could have made that number of bales on the old Bynum plantation in 1830, with 56 hands, had there been land enough open upon the place, which there was not, there being only about 300 acres of cleared land thereupon.

Witness says that, in 1829, Mr. Blunt cultivated about 150 acres of the old Bynum plantation; does not know what rent he paid therefor; thinks that, at that time, such land was worth from 3 to 4 dollars per acre rent per annum. Mr. Ewing, in 1830, cultivated about one half the old Bynum plantation, or about 150 acres in corn and cotton.

Witness says the improvements on the old Bynum plantation, in 1830, were of but little value, being all old and in very bad repair—indeed, in a manner rotted down. If witness had have been about to

purchase the said place, he would not have estimated the improvements as increasing its value one dollar. Witness thinks the state in which he found the buildings must have been caused by the long time said plantation was abandoned, and without having been cultivated. There was no gin-house on the plantation; heard something about a gin-house having been burnt thereon, but it is so long since that witness cannot call the particulars to his mind. Witness has been for fourteen years engaged in overseering; has had charge of several large plantations, working from 80 to 90 negroes; has done business for Benjamin Roach, James N. Runnels, and D. Sanderson. Witness lived with Dr. Sanderson some seven years. Dr. Sanderson worked about from 40 to 80 hands. Witness is now a planter on his [own] account, and works about 15 hands, and resides about two and a half miles from Benton, in Yazoo county, Mississippi. Witness says that, on such lands as the old Bynum plantation, he could have made easily 1 bale of cotton to the acre, and a sufficiency of corn.

J. J. PURVIS.

The foregoing testimony having been reduced to writing by me, James R. Burrus, judge of the probate court in and for the county of Yazoo, and State of Mississippi, has been by me carefully read over to said witness, and the said witness has signed the same in my presence.

In witness whereof I have hereunto set my hand and seal, this 5th day of June, A. D. 1845.

Done in the town of Benton, county and State aforesaid.

JAMES R. BURRUS, [SEAL.]
Judge of Probates.

STATE OF MISSISSIPPI, *Yazoo county:*

I, Charles M. Henderson, clerk of the probate court in and for said county and State aforesaid, do hereby certify, James R. Burrus is and was judge of probates in and for said county and State aforesaid, at the time of signing the above certificate, and that due credit should be given to his official acts.

Witness my hand and seal of office at Benton, this 25th day of June, A. D. 1845. CHAS. M. HENDERSON, *Cl'k.*

STATE OF LOUISIANA,
Parish of Lafourche Interior, town of Thibodeux:

Personally came and appeared before me, Joseph R. Niles, mayor and chief magistrate of the town of Thibodeux aforesaid, duly sworn and qualified according to law, Absalom Kees, witness, to me personally known, the said witness being a citizen of the parish and State aforesaid, and residing at a greater distance than one hundred miles from the city of New Orleans, and from the residence of John Perkins, defendant, which is certified to me to be about fifty miles above the town of Vidalia, in the State aforesaid. The said witness is examined by me *de bene esse*, on the part of plaintiffs, in a certain cause now pending before the honorable the circuit court of the United States for

the fifth circuit, district of Louisiana, in equity sitting, wherein E. P. Fourniquet and wife, and Martin W. Ewing and wife, *is* plaintiff, and John Perkins is defendant. The said witness having been carefully examined, and cautioned, and sworn to testify the whole truth, deposeth and sayeth:

First, witness says, that in the year 1821 he commenced to work on the house of John Perkins at a place called the Briars, near Natchez, Mississippi, and worked at different times at said place, up to the year 1822. The building was nearly finished when witness left. Some hands *was* left at work on the building after he left, and continued to work some two or three months. Witness further states that he had conversation with the defendant about the time before mentioned, and believes that he was informed by defendant that the place called the Briars, as before mentioned, cost twenty-four thousand dollars or upwards. Witness says that defendant was a very exact and particular man—always kept a memorandum of all transactions and expenses. Witness says that while he, witness, was there, when defendant sent a boy to the post office for letters, and, on his return, he would take his pencil and make a note of it; and in the most minute matters he was the same, always particular to take receipts.

A. KEES.

The aforesaid testimony having been reduced to writing by me, Joseph R. Niles, mayor and chief magistrate of the town of Thibodeux, and been carefully read over to the witness, who subscribed the same in my presence, this deposition is sealed up by me, and duly directed to the honorable the judge of the court aforesaid, and duly transmitted thereto.

In testimony whereof, I have hereunto set my hand and seal, this 9th day of June, 1845, in the town of Thibodeux, State of Louisiana.

J. R. NILES,
Mayor of the town of Thibodeux.

Having never adopted any seal for the corporation of Thibodeux, I have made my scrawl, on the 9th day of June, 1845.

J. R. NILES, *Mayor.*

STATE OF LOUISIANA,

Parish of Lafourche interior, and town of Thibodeux:

Personally came and appeared before me, Joseph R. Niles, mayor and chief magistrate of the town of Thibodaux, parish aforesaid, duly sworn and qualified according to law, Sugars Turner, witness, to me personally known, the said witness being a citizen of the parish and State aforesaid, and residing at a greater distance than one hundred miles from the city of New Orleans, and from the residence of John Perkins, defendant, which is certified to me to be about fifty miles above the town of Vidalia, in the State aforesaid; the said witness is examined by me de bene esse, on the part of plaintiffs, in a certain cause now pending before the honorable the circuit court of the United States, for

the fifth circuit, district of Louisiana, in equity sitting, wherein E. P. Fourniquet and wife, and Martin W. Ewing and wife, are plaintiffs, and John Perkins is defendant; the said witness having been carefully examined, and cautioned, and sworn, to testify the whole truth, deposeth and saith: first, witness says he came to the country in 1818, before the defendant married Mrs. Bynum, at which time Parham Turner Bynum, a relation of the family, was managing the plantation for the widow on Lake Concordia; at the end of the year 1818, witness returned to Alabama, and did not visit Louisiana again until 1820, and until his return he understood from his aunt, then Mrs. Perkins, and from the defendant, Perkins, that the Bynum negroes, farming utensils, stock, horses, &c., &c., had been removed from the Lake Concordia place to the neighborhood of Somerset plantation. The plantation on Lake Concordia was discontinued; my aunt said the defendant thought it would be more for the interest of the Bynum children to remove their property to the neighborhood of Somerset, than to continue the old Concordia plantation. 2nd, witness says that the Bynum negroes were removed from Lake Concordia to the land in the rear of the defendant's Somerset plantation, under an overseer named Hoover. They were settled upon a place known as the Antonio Carroll tract, called the Cabin Fields; and the witness being shown a map of township No. 14, R. 12 E, has marked upon the said map about the location of the said cabins, thus, X X; and has also signed his name to the said map to identify it as the map exhibited to him. The Bynum negroes erected upon the said tract several negro cabins, which they occupied. They were then under the management of Hoover. The defendant had an overseer of his own, named Rowland, who managed and controlled the plantation of the defendant, which was situated on the River Mississippi, about 3 miles from the Bynum cabins, as before stated. Witness says that defendant frequently said that the said new place would be much more valuable to the Bynum heirs, when it was once properly brought into cultivation, than the old Concordia plantation. This conversation created upon the mind of witness the idea that the said improvements were made for the benefit of the heirs of Bynum; and that he, defendant, was greatly advancing the value of their property by the said new location; witness was fully under the impression, from the conversation he had from time to time with the defendant and Mrs. Perkins, that the Bynum children certainly had an interest in the location made for them as above. It was never until after the marriage of the oldest daughter, now Mrs. Ewing, that witness heard that the defendant denied such understanding, and claimed the aforesaid settlements as his own property. Witness remembers that in the fall of 1821, when at the house of defendant at Natchez, the witness, Mrs. Perkins, and defendant being at the breakfast table, a conversation arose about the Bynum property, and the management of the negroes on the plantation. One of the Bynum negroes, named Will, had been severely punished at Somerset, and had in consequence run away; he, said Will, had been a great favorite with his old master, Bynum, and Mrs.

Perkins was very much annoyed at the circumstance, and among other observations, said she was always opposed to the removal of the Bynum property to the Somerset; the only observation Perkins made about the matter was, that she should not make herself foolish about the negroes, and walked out of the house.

Witness says that from general reputation he heard, and believed, that the defendant was embarrassed in his circumstances about the time of his marriage with his aunt, Mrs. Bynum; his embarrassment, as witness understood, was from overflows that occurred on his Somerset plantation within the years 1813 and 1815; witness thinks the Somerset plantation was settled by defendant about the year 1812; witness has also understood that the defendant, previous to his marriage, had had two gins burnt, one at Somerset, and the other on the plantation he had previously cultivated opposite Natchez, and also from a heavy purchase of negroes, which the defendant had made from a relation of the family, Mr. F. A. Bynum. The defendant pointed out to witness the location of the gin house lost at Somerset; also mentioned to witness the losses he had sustained by said overflows.

Witness says that the defendant's force was about forty negroes; the Bynum negroes exceeded the Perkins negroes in number, but witness thinks were about equal in physical force to the Perkins negroes. Witness remembers that Roland and himself thought the Bynum negroes and the Perkins negroes were equal in strength, and available as a plantation gang. Witness says that, from what he understood at the time of his intercourse with his aunt and the defendant, that the Bynum estate was out of debt. When defendant married he came into possession of $12,000 *dollars*, which was money made by the plantation of Bynum, on Lake Concordia, after the death of Bynum and before the marriage with Perkins. The witness does not know the fact from his own knowledge, but was told so by Parham T. Bynum, who was at the time the agent for the widow, and managed the Concordia plantation from the death of Benjamin Bynum up to the time of the marriage. Parham T. Bynum is now dead. Witness says there were two rafts of timber prepared at Somerset for the defendant's house at Natchez, called the Briars, including the frame of said house. The said house was about one hundred feet in front, and of a proportional depth. The witness went to Natchez, in person, on one of the rafts spoken of; this raft was of pickets. Witness says that Benjamin Bynum emigrated from South Carolina, about the year 1810 or 1811, and settled on Lake Concordia. Witness, being shown a certified copy of the inventory of the estate of Benjamin Bynum, taken after his death, and dated the 8th February, 1816, says that he has no doubt that the negroes named in said inventory were brought by his uncle, Benjamin Bynum, with him from South Carolina, when he settled in Louisiana; his uncle purchased no negroes after his settlement in Louisiana. The witness well remembers the negro Cook, and his wife Lucy; they were found by him at Somerset when he went there; they were negroes belonging to the estate of Benjamin Bynum; and finds, by reference

to the inventory of 1816, before referred to, that they are so declared to be. Witness first found them on Lake Concordia in 1818, before the marriage. Witness knows the negro Abb, and her son George; they were inherited from Henry Rives, jr.; they were very valuable negroes; the woman was the house woman of the deceased Henry Rives. Witness knows nothing about a debt paid by defendant for the estate of the deceased. Witness thinks that, at the time spoken of, Abb and George *was* worth $150 per annum hire. Witness knows the negro, the woman Money, but does not remember the children; she was one of the Bynum negroes, and a valuable woman; witness thinks the hire of such a negro, at that time, was about $125 *dollars* per annum. Witness never heard that the defendant had retained the said negro. Witness remembers the boy Arthur; he was a valuable boy; thinks the hire of Arthur, after twelve years of age, to be worth fifty dollars per annum, and to increase about five dollars per annum until he arrives at the age of twenty-one years, when he would be worth one hundred and fifty dollars per annum. Witness says there was about four miles of levee erected in the years 1823 and 1824—its average height three feet and a half. When witness went to Somerset, the dwelling-house now occupied by defendant was in the course of erection; the house was completed by the year 1824; witness thinks the house was worth between three and four thousand dollars; there was a hewed log barn, between 90 and 100 feet in length, and about 50 feet in depth; there was some log buildings put up on the plantation, among the rest a double cabin of hewed logs; the buildings above mentioned were worth between five and six hundred dollars; they were situated on the Richard Warner tract, at a point marked by witness on said map, thus, with three X X X. Witness says the lands at Somerset were very heavily timbered, as much so as any bottom lands that he has been acquainted with. Witness would think it would be worth fifty dollars per acre to clear such land, and thinks the hire of such land would be worth an acre, per annum, about three dollars; has paid himself in the neighborhood [of] four dollars $\frac{60}{100}$ per acre. Witness says he knows the McCamack tract of land, which adjoins the defendant's land on the upper side. Witness remembers that, during the time he stayed at Somerset, the defendant claimed as his own property the same tract of land. Several of his buildings were on the said tract, viz., his barn and gin-house; defendant used and claimed the said land as his individual property, and paid the taxes thereof. Witness frequently, during his stay at Somerset, and up to the time of his leaving, heard the said defendant claim the said McCarmack tract as his own, and declare that Lawering had no title thereto. Defendant told witness that, when Lawering had attempted to survey the said tract, he, the defendant, had drawn a gun upon him and run him off the land. Witness never heard of such a claim to said land as that of Jonathan Thompson. Witness remembers the old Bynum plantation on Lake Concordia; he visited it in 1818, before the marriage of Mrs. Bynum to the defendant; should think there was between three and four hundred

acres of land cleared at the time. There was a good frame gin-house, and the other houses, including the dwelling, were such as were used in the country at that time. Witness answers, he remembers well the purchase made by him, from the heirs of Heartly, of a tract of land in Claiborne county, Mississippi, in what is known as the Lyman Mandamus; says he purchased the same for his own use, and gave his own notes for the said purchase; having afterwards purchased land on Lake St. Joseph, in Louisiana, the defendant made witness an offer to take the purchase off his hands, which witness acceded to, and defendant paid the notes which witness had made for the purchase of said land, which were made payable at one and two years; the purchase was for the undivided one-third interest in a tract of fifteen hundred acres, or at the rate of about two dollars per acre.

Witness says, that when he purchased he was advised of an outstanding claim for the same land, but was advised by the defendant, who owned land in the same grant, that the Heartly claim was the best title, and he therefore made the purchase from the heirs of Heartly—witness having a high opinion of the intelligence of the defendant. The witness knows that the land owned by the defendant in the same Lyman Mandamus was covered by the same outstanding claim. Part of the land owned by the defendant was the same as was afterwards known as the Long Branch plantation. Witness knows that Nathan Banner was defendant's overseer in the year 1824; has understood that the said Banner, if living, is in Texas. Witness being asked the situation of Perkins before and after his marriage with Mrs. Bynum, says, that it was generally understood by witness and others, that Perkins was embarrassed at the time of his marriage, and that he was in much better circumstances at the time of his wife's death, in 1824. Witness thinks that, although defendant purchased no negroes during the marriage within witness' knowledge, yet the amount of his crops, as expended in improvements in Mississippi and elsewhere, must have been large, and greatly increased the amount of his property. Witness says that he was an inmate of defendant's family, and resided at his Somerset plantation in the years 1821 and 1822, and was acquainted with the affairs of the plantation up to the year 1824. Witness says that the Bynum negroes cleared about 200 acres in cabin fields; and in the fall of 1821, defendant united the two forces, and went on his place generally. Witness thinks that, after this time, the joint force cleared about 200 acres more. Witness being asked if he knows any thing further, answers in the negative.

SUGARS TURNER.

The aforesaid testimony having been reduced to writing by me, Joseph R. Niles, mayor and chief magistrate of the town of Thibodeux, and been carefully read over to the said witness, who subscribed the same in my presence. This deposition is sealed up by me, and duly directed to the honorable the judge of the court aforesaid, and duly transmitted thereto.

In testimony whereof I have hereunto set my hand and seal, this 9th day of June, in the town of Thibodeux, State of Louisiana. [SEAL.]

J. R. NILES,
Mayor of the town of Thibodeux.

Having as yet never adopted *no* seal for the corporation of the said town of Thibodeux, I have made my scroll, as will be seen above.

J. R. NILES, *Mayor.*

June 9th, 1845.

Circuit court of the United States for the fifth judicial circuit, holding sessions in and for the district of Louisiana.

To E. A. McLean, esquire, attorney at law of the county of Claiborne and State of Mississippi, residing at Grand Gulph.

Know ye, that reposing special trust and confidence in your integrity and ability, we hereby authorize and require you that you call, and cause to come before you, H. M. Coffee, esq., and him duly examine, on oath, touching and concerning certain matters and things in a case now depending in the said court, wherein Fourniquet and wife, and Ewing and wife, are plaintiffs, and John Perkins, defendant; and the same examinations, so taken and reduced to writing, you certify under your hand and seal, and send enclosed to this court without delay, to be read in evidence on the trial of said cause, and send also this writ.

Witness the honorable R. B. Taney, chief justice of the Supreme Court of the United States, at the city of New Orleans, this fifth day of June, anno domini 1845, and the sixty-ninth year of the independence of the United States of America. [SEAL.]

DUNCAN N. HENNEN, *Clerk.*

In the circuit court of the United States for the fifth circuit and eastern district of Louisiana. In equity sitting.

E. P. FOURNIQUET & WIFE, and
M. W. EWING & WIFE,
vs.
JOHN PERKINS.

Interrogatories to be propounded to H. M. Coffee, a witness for the plaintiffs, residing in the parish of and State of Louisiana, whose answers, when taken, shall be read in evidence on the trial of the above entitled cause.

Interrogatory first. Do you know the parties to this suit? How long have you known the defendant?

Interrogatory second. Were you or were you not employed by the defendant to take charge of his Somerset plantation in 1818? How many acres of land were then cleared thereon? What were the buildings and improvements thereon? State their quality and use.

Interrogatory third. Had or had not Somerset originally a very heavy growth of timber on it? What would you consider it worth per acre to clear such land, and put it in a state for cultivation?

Interrogatory fourth. What estimate do you put upon the Somerset plantation? Is it, or is it not, first-rate land—both for corn and cotton? What would you consider the rent of such land per annum worth per acre?

Interrogatory fifth. What do you believe a fair average for corn and cotton on such land as Somerset? How many pounds of seed cotton do you calculate to the bale? What has been a fair average price for corn for this last 15 years?

Interrogatory sixth. Have you or have you not heard from the defendant that, previous to his marriage in August, 1818, he had lost several gin-houses by fire on his Somerset plantation? Did he or did he not lose therewith any cotton; and what number of bales? State the years when his gins were burnt.

Interrogatory seventh. When at Somerset, in 1818, had you or had you not a gang of negroes, which the defendant had purchased in 1812 from Francis A. Bynum, on a credit of ten years, (originally 20 in number?) Exclusive of these negroes, how many negroes had the defendant? State as near as your remembrance will allow you at this late date.

Interrogatory eighth. Have you or have you not ever heard the defendant say, that he purchased the said 20 negroes at a very high price, namely, $1,000 round, and that he was embarrassed considerably by the said purchase?

Interrogatory ninth. What do you estimate the present wealth of the defendant to be?

Interrogatory eleventh. Do you, or can you, set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

JOHN HENDERSON,
Sol. for compl'ts.

In the circuit court, eastern district of Louisiana.

E. P. Fourniquet and wife, and
Martin W. Ewing and wife,
vs.
John Perkins.

Cross interrogatories to be propounded to Hugh M. Coffee on the part of the defendant.

First. How long have you known the defendant; and where and when did you first become acquainted with him?

2d. Were you not living with the defendant, and managing his Somerset plantation for him, before his marriage in 1818 with Mrs. Bynum.

3rd. When you first went to Somerset to live with the defendant how many hands did he work on his plantation? Was not the de-

fendant's plantation then well stocked with cattle, horses, farming utensils, &c., &c.; and was there not an abundance of every thing necessary for a plantation?

4th. Was there not a levee down the bayou, on the Bullock tract, or what was originally known as Somerset, made before the marriage of Judge Perkins?

5th. Do you know what improvements have been made by the defendant on the several tracts of land which have been purchased by him since you first knew the Somerset plantation, and since the death of his wife, the widow of Benjamin Bynum? Please describe all those improvements as near as you can. State where they are situated, their relative distances; at what time each was made, as well as you can recollect; what they are worth; and how much they add to the value of the land.

6th. Do you know, and can you state, at what time Judge Perkins moved with his family to reside in Mississippi, near Natchez, and how long they continued to reside there at the Briars?

7th. Did you know the long Branch plantation in Mississippi? Did it not belong to Judge Perkins before his marriage, or was he not the reputed owner of it before his marriage? And do you recollect hearing him before his marriage offer it for sale as his property? Did you know it afterwards when Benjamin Bynum and Mrs. Eskridge were living on it? Was it or not considered a valuable plantation?

R. N. & A. N. OGDEN,
Solicitors for defendant.

The answers of Hugh M. Coffey to the foregoing interrogatories, filed in the circuit court of the United States, for the fifth circuit and eastern district of Louisiana, in equity sitting, to be read in a cause now pending in said court, wherein E. P. Fourniquet and wife, and M. W. Ewing and wife, are plaintiffs, and John Perkins is defendant.

Answer to 1st interrogatory. I know John Perkins, and have known him since eighteen hundred and seventeen, and know Mr. Fourniquet and Mr. Ewing.

Answer to 2nd interrogatory. I was employed by defendant, and did take charge of the Somerset plantation, in the year A. D. 1818. It has been so long ago that I cannot say positively, but am of the impression that there were cleared some four to five hundred acres, and feel pretty sure that there were not less than that number of acres cleared. There were on said plantation a dwelling-house, negro cabins, and gin; the dwelling-house was but ordinary, the gin house was very good, and the cabins as good as usual at that time; there was also an overseer's house.

Answer to interrogatory third. The growth was as heavy as usual in the swamp land. I consider that at that time to clear said land well, and put it in a state of cultivation, it was worth fifty dollars per acre—I mean that the timber should be cut smooth off the land. My reason for this is, that I consider land cleared in that way better worth $100

per acre than land in the woods at $10, according to the price of cotton at that time.

Answer to 4th interrogatory. I am not prepared to put an estimate at this time upon land, as the times change so rapidly. It is as good land for corn or cotton, in my opinion, as any land. I have rented as good land for four dollars per acre, and have rented for less, but cannot say what such land is worth at this time.

Answer to fifth interrogatory. I consider such land would bring fifty bushels of corn to the acre, and from fifteen hundred to two thousand pounds of seed cotton, if well cultivated. As to how many pounds of seed cotton I calculate to the bale much depends upon the gin. From a good gin I calculate that fifteen hundred pounds of seed cotton will make a bale of four hundred pounds if raised from Mexican seed; and if from green seed, which was a good deal planted at that day, it would take from sixteen to seventeen hundred pounds. As to the average price of corn for the last 15 years I cannot say; I always consider corn raised here to be worth fifty cents a bushel.

Answer to the 6th interrogatory. I recollect of his stating that he had lost gins by fire, but I do not recollect the date. I understood that he lost the gin which was on the place when I lived with him, and a negro boy in it, but very little cotton.

Answer to interrogatory 7th. I know that there were some negroes on the plantation called "Bynum negroes," but as to the number, or from whom the defendant purchased them, I do not know, for he was not in the habit of imparting to me much about his business. As to how many negroes he had besides I cannot say. I had working hands under my charge from forty to forty-five, besides cooks and ostlers, and children, which the tax list will show.

Answer to interrogatory 8th. I am not prepared to say whether he did or did not. I do not recollect that he did.

Answer to interrogatory 9th. I consider him a very wealthy man, but will not undertake to say what he is worth.

Answer to 11th interrogatory. I know of nothing now which would be of advantage to either party; probably if in court, and my memory could be refreshed, I might remember things which I now have no recollection of.

Answer to 1st cross interrogatory. I have answered that in the first answer above.

Answer to 2d interrogatory. Yes, I was; and left him before his marriage.

Answer to 3d interrogatory. I have answered above, as near as I could, as to the negroes; the plantation was well stocked with horses and cattle, and abundantly supplied with corn and other provisions, and every farming utensil necessary for the cultivation of the place; and he sold a great deal of corn that season.

Answer to 4th interrogatory. Yes, there was; and the levee run much further down the bayou than the clear land extended; also a levee on

the front, down the river, as far down as the land was cleared, or further.

Answer to 5th interrogatory. He has made a great many very valuable improvements; his houses, cabins, gin houses, &c., &c., are equal, if not better than any I know of in the whole country, and have added greatly to the value of his place, but as to putting a particular estimate upon them I cannot, unless I was interrogated as to each item of improvement, which would take a great deal of time.

Answer to 6th interrogatory. I do not. I know they moved, but do not recollect at this time how long they stayed, nor at what they moved.

Answer to 7th interrogatory. I do know the Long Branch plantation, and did hear Judge Perkins offer to sell or lease it to a Mr. Thompson, and he referred him to me to give him a description of the land, which I could not do, as I had only rode through it. I knew it when B. Bynum lived on it, and it was considered a valuable place.

And further this deponent saith not.

H. M. COFFEY.

STATE OF MISSISSIPPI, *Claiborne county:*

I hereby certify, that on this the 30th day of June, A. D. 1845, in obedience to the foregoing commission to me directed, I caused H. M. Coffey, the witness therein named, to come before me at my office at Grand Gulf, of the county and State aforesaid, who was by me duly examined on oath, touching and concerning certain matters and things in a case now depending in the circuit court of the United States for the fifth circuit and eastern district of Louisiana, in equity sitting, wherein Fourniquet and wife, and Ewing and wife, are plaintiffs, and John Perkins is defendant; which said examination was by me reduced to writing, as is above set forth; and the same, after being read to the witness, was by him signed in my presence.

Given under my hand and seal, the day and year above set forth.

E. A. McLEAN,
Commissioner. [SEAL.]

Circuit court of the United States for the fifth judicial circuit, holding sessions in and for the district of Louisiana, to Albert Duffel, esq., mayor of the town of Donaldsonville, State of Louisiana.

Know ye, that, reposing special trust and confidence in your integrity and ability, we hereby authorize and require you that you call and cause to come before you Gabriel Winter, and him duly examine on oath, and the annexed interrogatories, touching and concerning certain matters and things in a case now depending in the said court, wherein E. P. Fourniquet and wife, and M. W. Ewing and wife, are plaintiffs, and John Perkins is defendant; and the same examinations, so taken and reduced to writing, you certify, under your hand and seal, and send enclosed to this court without delay, to be read in evidence on the trial of said cause; and send also this writ.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States, at the city of New Orleans, this [SEAL.] eleventh day of November, anno domini 1845, and the seventieth year of the independence of the United States of America.

ED. RANDOLPH, *Clerk.*
By F. N. HARALSON, *D'y Clerk.*

E. P. FOURNIQUET and WIFE, and M. W. EWING and WIFE,
vs.
JOHN PERKINS.

United States circuit court for the fifth circuit and district of Louisiana, in equity sitting.

Interrogatories to be propounded to Gabriel Winter, a witness on the part of the complainants, residing at or near Donaldsonville, State of Louisiana, whose answers, to be taken under commission, are to be read in evidence on the trial of this cause.

Interrogatory first. Have you or have you not been intimately acquainted with the defendant for a number of years? If yea, how long have you known him?

Interrogatory second. Have you or have you not had conversations with the defendant in relation to his pecuniary situation, and particularly as to his situation before his first marriage?

Interrogatory third. Did he or did he not, at one time, inform you that his affairs were in a deranged and unsettled state, and that he meditated a surrender of his property to his creditors? Was or was not this some two or three years before his marriage?

Interrogatory fourth. Do you or do you not know or believe, from what you know of his affairs after his marriage, that his pecuniary situation was benefited by his marriage with Mrs. Bynum, and the possession of the property that thereby fell into his hands?

Interrogatory fifth. Do you know, or can you set forth, any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to this subject of your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

E. P. FOURNIQUET & WIFE, *in person.*

In the circuit court of the United States, district of Louisiana, in equity.

E. P. FOURNIQUET and Wife, and Martin W. Ewing and Wife,
vs.
JOHN PERKINS.

Cross interrogatories, on behalf of defendant John Perkins, to Gabriel Winters.

1st. How long have you known the defendant, John Perkins?

2d. Before the defendant's marriage to Mrs. Bynum, was he not a successful planter, and was he then considered a man of handsome property?

3d. What have been, to your knowledge, always the habits of defendant in regard to the management of his business and affairs; has he not always been considered a man of untiring energy, activity, and industry in business; and do you not believe that whatever of success he has met with in life has been principally the result of his own exertions?

4th. What has always been the character and standing of the defendant in regard to integrity in his dealings and transactions with others; what has been, to your knowledge, his uniform conduct and character in this respect?

5th. Please state any facts within your knowledge, material to the defendant, as fully and particularly as if interrogated thereto.

R. N. & A. N. OGDEN,
Solicitors for Def't.

United States circuit court, for the fifth circuit and district of Louisiana.

E. P. FOURNIQUET and WIFE, and
M. W. EWING and WIFE,
vs.
JOHN PERKINS.

By virtue of, and in obedience to, a commission issued out of the circuit court of the United States, for the fifth judicial circuit, holding sessions in and for the district of Louisiana, in the above entitled cause, I, Albert Duffel, mayor of the town of Donaldsonville, in the parish of Ascension, State of Louisiana, duly commissioned and sworn as a magistrate in and for the same, caused to appear before me Gabriel Winter, of the said parish of Ascension, a witness in the case; and, having first sworn the said Gabriel Winter, to declare the truth on the written questions put to him by the parties to the above entitled cause, the said witness declared and answered as follows to the interrogatories and cross interrogatories annexed to the above mentioned commission, which is addressed to me, mayor as aforesaid, to wit:

1st. To 1st interrogatory, witness says he has known the defendant well for about forty years.

2d. To 2d interrogatory, witness says that the defendant never did give him any particular information as to his pecuniary standing, before his first marriage.

3d. To 3d interrogatory, says that, in the year 1830, defendant told him (witness) that his feelings at one time were so much depressed by losses, occasioned by high waters in the years 1813 and 1815, and the burning of his gins, and a heavy contract for slaves, that he felt like making a surrender of his property; but that, by perseverance and industry, he had surmounted his difficulties.

4th. To 4th interrogatory, witness says that the defendant, to his

knowledge, owned the Somerset plantation, with thirty-five or forty slaves attached to it, before his marriage with Mrs. Bynum; witness attributes defendant's success to his own industry, and carefulness, and good management.

5th. To 5th interrogatory witness answers, the property of Mrs. Bynum I only know from common report; it consisted of a tract of land, or cotton plantation, and thirty or forty negroes; and no plantation in the parish of Concordia at that time was productive, by reason of the high waters, and the whole was nigh being abandoned, as there were no levees; I speak of a period after 1813 and 1815. The children of Mrs. Bynum, three daughters and a son, were brought up and educated with very uncommon care, and at the most costly rate; the daughters in Baltimore, at the first class schools, and the son at an Eastern college; he gave the finest promise of being a most valuable man; he was furnished by the defendant with an equipped plantation, near Port Gibson, early in life, where he died. I travelled with Judge Perkins when the eldest daughter had finished her education; she was furnished by the Judge with a carriage that must have cost at least one thousand dollars, and four superb horses. When the other two young ladies returned from school, also educated in the first and best manner, the Judge provided them all with a residence adjoining Natchez, suited to the manner in which the family had been brought up. I always observed in the Judge the greatest possible anxiety for their welfare, and to promote it, certainly, there was every expense of money, well and wisely applied; for a finer or more praiseworthy family was not known.

Answers of Gabriel Winter to the cross interrogatories.

1. To 1st cross interrogatory witness answers, about forty years.

2. To 2d cross interrogatory witness answers, he was a man of handsome property, and his success was only impeded by high water, and the loss of his two gins; he was a man of great energy and industry.

3. To 3d cross interrogatory witness answers: It has, ever since my first acquaintance with defendant, been to my knowledge that he was a most industrious, persevering, and judicious planter, and always correct and punctilious in the management of his affairs—a man of most untiring energy, activity, and industry in business; and I (witness) do and have always believed that his success in life has been, principally, the result of his own exertions.

4. To 4th cross interrogatory says: I have never known a man who had a higher standing than the defendant, in regard to his dealings and transactions with others; and in my opinion he never was excelled.

5. To 5th cross interrogatory, witness refers to his answer, in chief, to the fifth interrogatory, and says that he has nothing further to add.

GAB. WINTER.

Sworn to and subscribed before me, said Albert Duffel, mayor of the town of Donaldsonville, this twenty-sixth day of February, eighteen

hundred and forty-six; and I certify, that the answers of Gabriel Winter, to the interrogatories and cross interrogatories annexed to the aforementioned commission, were reduced to writing by me.

ALBERT DUFFEL,
Mayor and magistrate ex officio.

Circuit court of the United States for the fifth judicial circuit, holding sessions in and for the district of Louisiana.

To Edmund Randolph, esq.:

Know ye, that, reposing special trust and confidence in your integrity and ability, we hereby authorize and require you that you call and cause to come before you, M. M. Cohen and J. C. Clarke, of the city of New Orleans, and them duly examine on oath, and the annexed interrogatories and cross interrogatories, touching and concerning certain matters and things in a case now depending in the said court, wherein E. P. Fourniquet and wife, and Martin W. Ewing and wife, are plaintiffs, and John Perkins is defendant; and the same examinations, so taken and reduced to writing, you certify, under your hand and seal, and send enclosed to this court, without delay, to be read in evidence on the trial of said cause, and send also this writ.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States, at the city of New Orleans, this third day of March, anno domini 1846, and the 70th year of the independence of the United States of America.

ED. RANDOLPH, *Clerk*.

United States circuit court, fifth circuit and district of Louisiana, in equity sitting.

E. P. FOURNIQUET and Wife, and
M. W. EWING and Wife,
vs.
JOHN PERKINS.

Interrogatories to be propounded to M. M. Cohen, esq., a witness on the part of the complainants, whose answers, when taken, shall be read in evidence on the trial of the above entitled cause.

Interrogatory first. Have you not been a citizen and resident of the State of South Carolina? If yea, how long were you a resident of said State, and when did you remove therefrom?

Interrogatory second. Were you or not, while a resident, a licensed and practising attorney in the courts of said State?

Interrogatory third. While you were a resident and practising attorney, did or did not the common law prevail in that State, and govern and control the rights of property, of both husband and wife, upon the event of marriage; and did or did not all the personal property of the wife, by the event of marriage, become fully and completely vested in the husband, and become his by a full and perfect title as if he had always owned it; and were or were not slaves personal property by the laws of that State?

Interrogatory fourth. Did or did not a community of property exist between the spouses during marriage; or had the wife, during *his* life, any right to the property owned by or in the possession of the husband?

Interrogatory fifth. Has any change been made, or is there any statute of the State in existence, varying or changing the operation of the common law upon the subject? If yea, please annex to your answer a sworn copy of said statute or statutes.

Interrogatory sixth. Do you know, or can you set forth, any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

JOHN HENDERSON,
Solicitor for complainants.

UNITED STATES OF AMERICA,
District of Louisiana, city of New Orleans:

Be it remembered, that on this fifth day of March, A. D. 1846, before me, a commissioner specially appointed by the honorable the circuit court of the United States, fifth circuit and district of Louisiana, as fully appears by the commission hereto annexed, personally appeared M. M. Cohen and J. C. Clarke, persons of sound mind and lawful age, witnesses for plaintiffs in a civil suit now depending in the aforesaid court, wherein E. P. Fourniquet and wife, and M. W. Ewing and wife, are plaintiffs, and John Perkins is defendant; and the said witnesses being by me first carefully examined, and cautioned, and sworn to testify the truth to the annexed interrogatories and cross interrogatories, did depose and say as follows. M. M. Cohen, deing duly sworn, says:

To the first interrogatory. That he has been a citizen of the State of South Carolina, and was for many years, and removed from there in January, 1837.

To the second interrogatory he answers: That he was a licensed and practising lawyer in the courts of said State, while a resident.

To the third interrogatory. That the common law did prevail in the State while he was a resident and practising attorney there, and it did govern the event of marriage; and the personal property of the wife all did, by the event of marriage, become fully and completely vested in the husband, and became his by as full and perfect a title as if he had always owned it; and slaves were considered personal property by the laws of said State.

To the fourth interrogatory. That a community of property did not exist between the spouses during the marriage; nor had the wife, during his life, any right to the property owned by or in the possession of the husband, except a right of dower, which did not occur until after his death.

To the fifth interrogatory. He is not aware that any change has been

made, nor that there is any statute of the State in existence varying or changing the operation of the common law upon the subject.

To the sixth interrogatory. That he can state nothing.

M. M. COHEN.

Circuit court United States, fifth circuit and district of Louisiana, in equity sitting.

E. P. Fourniquet and Wife, and
M. W. Ewing and Wife,
vs.
John Perkins.

Interrogatories to be propounded to J. C. Clarke, esq., an attorney at law, residing in New Orleans, whose answers when taken will be read in evidence on the part of the complainants in the above entitled cause.

Interrogatory first. Do you know the parties to this suit? How long have you known them?

Interrogatory second. Please look at the annexed instrument, marked AA, being a bill of sale from John Perkins to Benjamin S. Bynum for the negroes Cook, Lucy, and Bett or Betty, dated second day of June, 1829, and say if the signature of John Perkins thereto is or is not genuine? Also state whether you did or did not, in conjunction with John P. Furniss, witness the execution of the said instrument?

Interrogatory third. Do you know, or can you set forth, any other matter or thing, which may be a benefit or advantage to the parties at issue in this cause, or either of them; or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

JOHN HENDERSON,
Solicitor for complainants.

E. P. Fourniquet & Wife, and
Martin W. Ewing & Wife,
vs.
John Perkins.

Circuit court United States, fifth circuit, district of Louisiana.

Cross interrogatories to be propounded to J. C. Clarke, esq., a witness to be produced and sworn on behalf of the complainants.

1. Do you know, and can you state, whether at the time of your witnessing the act of sale from John Perkins to Benjamin Bynum there was any money paid to Judge Perkins, or whether any was paid at any subsequent period? Do you not know that the transaction was in reality an exchange of negroes, though in the form of a sale? And can you state what negroes were so exchanged?

2. Were you not intimately acquainted with Benjamin S. Bynum, mentioned in said act? When did your acquaintance with him commence and terminate? Will you state whether he was not a gentleman

of great intelligence, and regarded as being of a practical turn of mind? Do you know, and can you state, whether the said Benjamin, up to the period of his death, remained on terms of affection and confidence with his step-father, the defendant? Do you know in what light he regarded the defendant, and what his feelings always were towards him? Please state fully all your knowledge on this subject.

3d. Do you know whether Benjamin Bynum regarded the Long Branch as a valuable place, and whether he was not highly pleased with his location, and at the time of his death preparing it for a permanent residence? State all your knowledge on the subject.

4th. If you know any thing further material to the subject matter of the controversy, please state the same fully and particularly.

R. N. & A. N. OGDEN,
Solicitors for defendant.

Document AA, annexed to interrogatories in chief.

Know all men by these presents, that I, John Perkins, of the county of Adams, and State of Mississippi, for and in consideration of the sum of one thousand dollars, to me in hand paid by Benjamin S. Bynum, of the county of Claiborne, and State aforesaid, the receipt whereof is hereby acknowledged, and am herewith fully satisfied, have bargained, sold, and delivered, and by these presents bargain, sell, and deliver, unto the said Benjamin S. Bynum the following negroes, to wit: Cook, about fifty-five years of age, Lucy, his wife, about forty-five years of age, and Bett or Betty, the wife of Parker, about twenty-eight or nine years of age; which said negroes I do hereby warrant sound in body and mind, slaves for life, and free from the claim or claims of all persons whatsoever.

In witness whereof I have hereunto set my hand and seal, this second day of June, in the year of our Lord one thousand eight hundred and twenty-nine.

JOHN PERKINS. [SEAL.]

Done in the presence of—
JOHN P. FURNISS,
J. C. CLARKE.

THE STATE OF MISSISSIPPI, *Claiborne county, ss:*

Personally appeared before me, S. Hoit, a justice of the peace in and for said county, the within named Joseph C. Clarke, one of the subscribing witnesses to the within instrument, who being duly sworn, deposeth and saith, that the said John Perkins, whose name is signed within, acknowledged that he signed the same to the said Benjamin Bynum; that he, the said Clarke, subscribed his name thereto in the presence of the said John Perkins, on the day and year therein mentioned.

J. C. CLARKE.

Sworn to and subscribed this 8th day of June, 1829.

SAMUEL HOIT, *J. P.* [SEAL]

STATE OF MISSISSIPPI, *Claiborne county:*

I, William Davis, clerk of the county court of the county aforesaid,

do certify the foregoing bill of sale and affidavit. Recorded in my office, in book K, No. 10, pages 441 and '2.

Given under my hand, at my office, June 9th, 1829.

WM. DAVIS, *Clerk*.

(Endorsed.) J. Perkins to B. S. Bynum, bill of sale. Received for record, June 8th, 1829. WM. DAVIS, *Clerk*.

Circuit court of the U. S., 5th circuit, district of Louisiana.

FOURNIQUET and Wife, and M. W. EWING and Wife,
vs.
JOHN PERKINS.

J. C. Clarke, a witness sworn and examined in the foregoing suit, in answer to the interrogatories to him propounded, deposes and says:

To the 1st interrogatory. I have known the parties to this suit for many years; I have known the defendant during the last twenty-five years.

To the second interrogatory. I have no recollection of the bill of sale marked AA; my own signature and that of John Perkins I believe to be genuine, and I have no doubt that I witnessed its execution in conjunction with John P. Furniss.

To the third interrogatory. I know nothing more which I am aware can be of any material benefit to the parties litigant.

Cross interrogatories.

To the first cross interrogatory. I have no recollection whatever of the transaction.

To the second. I was on terms of friendship and intimacy, with Benjamin Bynum during several years previous to his death; the date of the commencement of our acquaintance I do not recollect, but our friendly relations continued to the time of his death, in the summer of 1830. I was with him during his last illness. He was a man of great intelligence and uncommon promise, and was regarded as being a man of a practical business turn of mind. Up to the period of his decease he remained on terms of affection and confidence with his step-father, John Perkins. My impression ever was that Benjamin Bynum always regarded Judge Perkins in the light of a kind and indulgent father and the feelings always manifested by him were those of an affectionate and dutiful son. For several years I was quite intimate with the family of Judge Perkins, as much so almost as if I had been a member of it. I consider Judge Perkins the most indulgent and attentive step-father I have ever known.

To the third. Benjamin Bynum always spoke of the Long Branch to me as a valuable place, and expressed himself highly pleased with the location. I have heard him frequently boast of its advantages. At the time of his death he was busily engaged in building and making improvements, with a view to a permanent residence.

To the 4th. I know nothing.

J. CALVITT CLARKE.

United States of America, fifth circuit and district of Louisiana, city of New Orleans.

I, Edmund Randolph, a commissioner, duly appointed by the circuit court of the United States, for the fifth circuit and district of Louisiana, as is fully set forth in the caption to the foregoing depositions, do hereby certify, that on this fifth day of March, A. D. 1846, I was attended by the witnesses M. M. Cohen and J. C. Clarke, who are of sound mind and lawful age, and the said witnesses were by me carefully examined and sworn to testify the truth, and their depositions were by me reduced to writing in presence of the witnesses; and after carefully reading the same to the witnesses respectively, they subscribed the same in my presence. I have retained the said deposition in my possession for the purpose of sealing up, directing, and forwarding the same, with my own hand, to the court for which the same was taken. I further certify that I am not of counsel or attorney to either of the parties to the suit in said depositions and caption named, or in any way interested in the event of the said cause.

In testimony whereof I have hereto set my hand and seal.

EDMUND RANDOLPH. [SEAL.]

Circuit court of the United States, for the fifth judicial circuit, holding sessions in and for the district of Louisiana.

To Thomas P. Slade, clerk of the circuit court in and for the county of Yazoo, State of Mississippi, or William N. Peers, esq., a justice of the peace in and for said county and State, or either of them.

Know ye, that reposing special trust and confidence in your integrity and ability, we hereby authorize and require you, that you call and cause to come before you, Kennedy Cason, and him duly examine on oath, touching and concerning certain matters and things in a case now depending in the said court, wherein Fourniquet and wife, and Ewing and wife, are plaintiffs, and John Perkins is defendant. And the same examinations, so taken and reduced to writing, you certify under your own hand and seal, and send enclosed to this court without delay, to be read in evidence on the trial of said cause, and send also this writ.

Witness the honorable R. B. Taney, chief justice of the Supreme Court of the United States, at the city of New Orleans, this fifth day of June, anno domini 1845, and the sixty-ninth year of the independence of the United States of America.

DUNCAN N. HENNAN, *Clerk*. [SEAL.]

E. P. FOURNIQUET AND WIFE, and M. W. EWING AND WIFE,
vs
JOHN PERKINS.

In the circuit court of the United States, for the fifth circuit and eastern district of Louisiana. In equity sitting.

Interrogatories to be propounded to Mr. Kennedy Cason, a witness

for the plaintiffs, residing in Yazoo county, State of Mississippi, whose evidence, when taken, it is proposed to read on the trial of the above entitled cause.

Interrogatory first. Did you or did you not have the control and management of the defendant's plantation, called Somerset, in the year 1823? When did you go there, and when did you leave it?

Interrogatory second When you first took charge of the said plantation, how many acres of land do you believe there was cleared thereon?

Interrogatory third. How many acres had you under cultivation in the year 1823?

Interrogatory fourth. What would you consider a fair hire per annum for such land as you worked at Somerset the year you were there, and for three years previous thereto?

Interrogatory fifth. From the appearance of the Somerset plantation, how long do you suppose the cleared land thereon had been in cultivation? Had or had there not been a very heavy growth of timber on the Somerset lands? What would you think it worth per acre to clear such land?

Interrogatory sixth. Did you, or did you not, clear or clean up any land during your stay? And how much should you judge?

Interrogatory seventh. Was there any levee made during your stay at Somerset? If yea, state how much, and its height and base.

Interrogatory eighth. What buildings did *did* you find at Somerset when you first went there? Did they all appear to be buildings that had been long put up, or did some of them appear to be of recent construction? If any appeared to be of recent construction, then state the size and character thereof, and their use.

Interrogatory ninth. Were, or were not, any buildings erected at Somerset during your stay? If yea, state their character, size, and use.

Interrogatory tenth. State to the best of your remembrance, how many horses, mares, mules, horned cattle, sheep, and hogs, you found at Somerset?

Interrogatory eleventh. Was, or was not, any live stock sold from off the Somerset plantation during your stay there?

Interrogatory twelfth. When you went to Somerset did you, or did you not, see the cabins which had been erected for the use of the Bynum negroes, when they were first taken to Somerset? How far from the Mississippi river were the said cabins located? Was, or was not, there any cleared land surrounding, or in the immediate neighborhood of the said cabins? Was, or was not, the land cleared between these said cabins and the quarters of the defendant?

Interrogatory thirteenth. Do you, or do you not, know the piece of land adjoining the defendant's land on the Mississippi river, known as the Alexander McCormack tract; was there, or was there not, any improvement made on the said land during your stay at Somerset? Did or did not the defendant claim and cultivate the said tract, or any part

thereof? Did he or did he not clear, fence, and ditch, or otherwise improve any or all of the said McCormack tract of land during your stay at Somerset?

Interrogatory fourteenth. Did, or did not, any of the Bynum negroes, known as the Bynum negroes, die during your stay at Somerset? If yea, state their ages, sex, and condition and names. Did or did not the defendant employ a physician for his Somerset plantation? What were his instructions in relation thereto?

Interrogatory fifteenth. During your stay at Somerset, was or was not Sugars Turner residing there also? Was he not an inmate of the defendant's family? Did he or did he not act as the general agent of the defendant, and possess his confidence as such? Was or was not the said Sugars Turner a near relation of Mrs. Mary Perkins, the wife of the defendant?

Interrogatory sixteenth. Do you know, or can you set forth, any other matter or thing which may be a benefit or advantage to the parties at issue, or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

JOHN HENDERSON,
Solicitor for complainants.

E. P. Fourniquet and Wife, and
Martin W. Ewing and Wife,
vs.
John Perkins.

Cross interrogatories to be propounded on the part of the defendant, John Perkins, to Kennedy Cason, a witness for the complainants.

1. During the year, or time, you were overseering for defendant, was there not an overflow of the river Mississippi? State in what year this overflow occurred.

2. Were you not driven from the quarters on the plantation by the high waters; and were you not obliged to remove the negroes from the quarters to the defendant's house, near the river?

3. Please state the nature of the improvements about his house; what kind of a house was there, and what kind of out-buildings at the time you took up quarters there during the high waters.

R. N. & A. N. OGDEN,
Solicitors for defendant.

The State of Mississippi, *Yazoo county:*

By virtue of the annexed commission, directed to Thomas P. Slade, clerk of the circuit court of Yazoo county, State of Mississippi, issued from the circuit court of the United States for the fifth judicial district, holding sessions in and for the district of the State of Louisiana, I, Gibson Barnes, clerk of the said circuit court of Yazoo county, and successor to the said Slade as clerk aforesaid, caused to appear before me, at my office, in the town of Benton, on the second day of February, in

the year one thousand eight hundred and forty-six, Kennedy Cason, the witness therein named, touching and concerning certain matters and things in the case now depending in the said circuit court of the United States for the fifth judicial circuit aforesaid, wherein Fourniquet and wife, and Ewing and wife, are plaintiffs, and John Perkins is defendant; who, being first duly sworn true and perfect answers to make to the interrogatories and cross interrogatories annexed to said commission, and therein to speak the truth, the whole truth, and nothing but the truth, answers and saith as follows:

To the first interrogatory, he answers and says, that I did; I went there on the 15th day of January, A. D. 1823, and I left it on the 31st day of December, in the same year.

Answer to the second interrogatory. I should suppose there were six hundred acres cleared.

Answer to third interrogatory. About six hundred acres were planted, and cultivated until the overflow.

Answer to fourth interrogatory. For the year 1823 the hire per annum for the land would not be worth any thing; I cannot say what such lands were worth for the three years previous to the year 1823.

Answer to fifth interrogatory. From the appearance of the land I would suppose a portion of it had been cleared seven or eight years. There had been a heavy growth of timber on the Somerset lands. I would not clear up such land, and fit it for the plow, for less than eight dollars per acre.

Answer to interrogatory sixth. I did not clear any land, to the best of my recollection. I cleared up the old fields during my stay on the place, but how much I cannot say.

Answer to seventh interrogatory. There was about one mile of levee made, about three feet in height, and about five or six feet at the base.

Answer to eighth interrogatory. A gin-house, separately, a mill-house, separately, and three barns, a round-top meat house, a store-house, and a dwelling-house, raised two stories high and covered in, and not finished; one double log cabin, old and worthless. Except the unfinished dwelling and barn, the rest appear to have been put up three or four years; which barn and dwelling appear to have been put up within one or two years. The last mentioned barn is composed of two pens, of about twenty feet square, with a passage between, with about a twelve feet shed on each side. The use of said buildings have been already stated in this answer.

Answer to ninth interrogatory. There were three; they were built of sawed logs; two of them were twenty feet square, and one was twenty feet by thirty feet, and was for a spinning and weaving house, and for the white carpenters to live in; and the other for a hospital.

Answer to tenth interrogatory. I found on the place a few horses, a few mares and colts—how many, I can't remember—sixteen mules, a good stock of horned cattle—how many, I do not know—about three hundred head of sheep, and not many hogs; I can't remember.

Answer to eleventh interrogatory. About fifty head of sheep were driven to Natchez, from the Somerset plantation, during my stay there.

Answer to twelfth interrogatory. I did; they were located about three miles from the Mississippi river. The land was cleared up about a quarter of a mile back from the slew upon which said cabins were situated. A small portion of land was cleared between the said cabins and the quarter of the defendant; on the balance of said land the cane was burnt off.

Answer to thirteenth interrogatory. I do not know. I cannot say whether there was any improvement made on said land or not. I cannot say whether defendant claimed or cultivated any portion of said tract. Knowing nothing of the McCormick tract, I cannot answer this part of the interrogatory.

Answer to fourteenth interrogatory. I think two of the Bynum negroes died during my stay at the Somerset place—a woman, whose name I cannot remember, aged about thirty-five or forty years; a boy, whose name was York, aged about eighteen or twenty years: the woman was good and the boy bad conditioned. The defendant did not employ any physician on the Somerset plantation, consequently there was no instructions thereto.

Answer to fifteenth interrogatory. Sugars Turner was there a few days during my stay on the Somerset plantation. I can't say whether he was an inmate of defendant's family or not. I don't think he acted as a general agent of defendant's while I was there. I know not whether Sugars Turner was a near relative of Mrs. Mary Perkins, the wife of the defendant, or not.

Answer to sixteenth interrogatory. I know of nothing more that would be of advantage to the parties concerning this suit.

Answers to the annexed cross interrogatories.

Answer to first interrogatory. There was. The overflow occurred in the year 1823.

Answer to second interrogatory. I had to move all hands from the quarters on the plantation to the defendant's house near the river, in consequence of the high water.

Answer to third interrogatory. The improvements consisted in a dwelling-house, a negro carpenter's-house, and an unfinished dwelling-house, a round-topped meat-house, and a store-house. On the opposite side of the slew, from the dwelling, there was two barns, a separate mill-house, and a gin-house, and a bale shed; all of the last in good repair, and built of good materials.

CANADY CASON.

STATE OF MISSISSIPPI,
Yazoo county:

I, Gibson Barnes, clerk of the circuit [court] in and for the county and State aforesaid, do hereby certify, that the aforegoing deposition was taken, sworn to, and subscribed before me, on the day and year mentioned in the caption hereof.

In testimony whereof, I have hereunto set my hand and affixed the [SEAL.] seal of my office, at Benton, this second day of February, A. D. 1846.

GIB. BARNES, *Clerk*.

And afterwards, to wit, on the 24th day of December, 1846, the following was entered of record:

E. P. FOURNIQUET et Ux., et EWING et Ux., vs. JOHN PERKINS. } 1268.

This cause having been this day resumed on final hearing, on the part of the defendant, said hearing proceeded until 3 o'clock, P. M.; whereupon, it was ordered that the further hearing of said cause be, and the same is hereby continued, until the 26th instant, at 10 o'clock, A. M.

And afterwards, to wit, on the 26th day of December, 1846, the following was entered of record:

E. P. FOURNIQUET et Ux., and EWING et Ux., vs. JOHN PERKINS. } 1268.

This cause having been resumed this day on final hearing, said cause proceeded until 3 o'clock, P. M., when the testimony closed on the part of the respondent; whereupon, it was considered by the court that the argument of said cause be, and the same is hereby continued, until Monday next, the 28th instant, at 10 o'clock, A. M.

Depositions and proof offered in evidence by defendant at the final hearing.

Deed from John Perkins to Sarah Broughton.

John Perkins to Sarah Broughton.

This indenture, made this nineteenth day of June, in the year of our Lord one thousand eight hundred and nineteen, between John Perkins, at *the* present of the city of Natchez, but late of the parish of Concordia, State of Louisiana, of the one part, and Mrs. Sarah Broughton, wife of Edward, of the parish and State aforesaid, of the other part, witnesseth: That the said John Perkins, as well for and in consideration of the natural love and affection which he, the said John Perkins, hath and beareth unto Jane Emeline Broughton, James Edward Broughton, Henrietta Mary Ameline Broughton, and John Perkins Broughton, children of Mrs. Sarah Broughton and Edward Broughton, of the parish and State aforesaid; also, for the better maintenance, schooling, and support, livelihood, and preferment of them, the said Jane Emeline Broughton, James Edward Broughton, Henrietta Mary Ameline Broughton, and John Perkins Broughton; also, for and in consideration of the confidence which the said John Perkins hath in the

said Mrs. Sarah Broughton, wife as aforesaid, for the due and faithful *extension* of the trust hereinafter expressed; and also for and in consideration of the sum of five dollars, good and lawful money of the United States, to the said John Perkins, by Mrs. Sarah Broughton, wife as aforesaid, at and before the ensealing and delivery hereof, the receipt whereof is hereby acknowledged, hath given, granted, bargained, sold, transferred, and made over, and by these presents the said John Perkins doth give, grant, bargain, sell, transfer, and make over, unto the said Mrs. Sarah Broughton, wife as aforesaid, her heirs, executors, and administrators, the following property, viz: Joe, about thirty-five years of age; Guy, about twenty-two years of age; Harry, about fifteen years of age; Lino, about twenty-four years of age; Julia, about twenty-two years of age; and Mary, about twelve years of age; mentioned and described in a bill of sale from the aforesaid Edward Broughton, bearing date the second day of November, in the year of our Lord one thousand eight hundred and eighteen; reference being had to the same on the records of the parish of Concordia, State of Louisiana, will more fully appear, and at large appear, and the increase of the female slaves aforesaid. To have and to hold the said negro slaves aforesaid, but nevertheless upon the following trust, and to and for the following use, intent and purpose, and for no other use, *interest*, or purpose whatsoever; that is, to have and to hold the said mentioned and described property aforesaid, in trust for the said Jane Emeline Broughton, James Edward Broughton, Henrietta Mary Amelia Broughton, and John Perkins Broughton, *and John Perkins Broughton*, and until John Perkins Broughton, the younger child of the said Mrs. Sarah Broughton, wife as aforesaid, shall attain the full age of twenty-one years, then the property aforesaid, and before mentioned and described, to be equally divided between the aforesaid Jane Emeline Broughton, James Edward Broughton, Henrietta Mary Amelia Broughton, and John Perkins Broughton.

In witness whereof the said John Perkins hath hereunto set his hand and seal, at Natchez, the day and year first above written.

JOHN PERKINS. [L. S.]

In the presence of—
JAMES E. HART,
ALFRED METCALFE.

STATE OF MISSISSIPPI, *Adams county, ss:*

Before I, John Taylor, presiding judge of the supreme court of said State, appeared John Perkins, and acknowledged that he signed, sealed, and delivered the within deed to Sarah Broughton, on the day and year therein mentioned.

Given under my hand and seal, this 19th day of June, 1819.

J. TAYLOR. [L. S.]

Walter Leake, governor of the State of Mississippi, to all who shall see these presents, greeting:

Be it remembered, that John Taylor, esquire, was, on the nineteenth

day of June, 1819, a judge of the supreme and superior courts in and for the State of Mississippi, and that full faith and credit are due to all his acts as such.

Given under my hand and the great seal of said State, at the town of Jackson, the 29th day of April, 1823.

WALTER LEAKE.

Recorded, May 10th, 1827.

STATE OF LOUISIANA, *Parish of Concordia:*

I, Alvin S. Britton, deputy clerk of the probate court in and for the parish of Concordia, do hereby certify the above and foregoing to be a true copy from the records in this office.

In testimony whereof I have hereunto set my hand and the seal of this office, this 25th day of February, A. D. 1846.

[SEAL.]

ALVIN S. BRITTON,
Deputy clerk probate court.

Alexander McCormick to Edward Turner and Clark and Loring, power of attorney.—Transfer.

That, whereas, it has been stated that administration on my estate was taken out from the parish court of Concordia, by Jonathan Thompson, esq., of Adams county, in the State of Mississippi, under pretence of my death, and to secure, as he stated, the titles to a tract of land lying on the Mississippi river, adjoining a tract of land settled by Stephen Bullock, esq., (and which he sold to John Perkins, esq.,) which he had purchased of me as he alleged, which said pretences are without foundation, as I am now in full life, and have never had any contract with said Thompson; nor do I know him, or owe him one cent. In the year one thousand eight hundred and nine, I sold and conveyed the tract of land aforesaid to Joshua G. Clarke and Israel Loring, for a full and fair consideration. This, therefore, is to authorize and empower Edward Turner, esq., of the city of Natchez, attorney at law, for me, and in my name, to revoke and set aside the said letters of administration so falsely and fraudulently obtained; hereby ratifying whatsoever my said attorney shall or may do in the premises.

In testimony whereof, I have hereunto set my hand and seal, this 11th day of June, 1820.

his
ALEXANDER X McCORMICK.
mark.

Witness:
ISAAC SELLERS,
WILEY SMITH.

STATE OF LOUISIANA, *Parish of Catahoula:*

Before me, Samuel Lightner, judge of the parish aforesaid, and the two subscribing witnesses, came Alexander McCormick, and acknowledged that he made his mark to the foregoing power, for the purposes therein stated.

Given under my hand and the seal of office, this 12th day of June, 1820.

[L. S.]

SAM. LIGHTNER, *Parish Judge*.

[For plat see original, p. 418.]

Copy of the plat filed in the notice of the claim of Alexander McCormick, reported by the commissioners, under the number 143, of claims in Concordia, and confirmed by act of Congress, approved 29th April, 1816, agreeably to the recommendation of the commissioners, for six hundred and forty acres on right of settlement.

Given under my hand at the register's office, Opelousas, this 15th April, 1819.

Recorded 7th July, 1820.

LEWIS WAILES,
Register of the land office.

For and in consideration of the sum of six hundred and sixty-nine dollars and forty-eight [cents,] money of the United States, to me in hand paid by Joshua Giles Clark and Israel Loring, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, assigned, and made over to the said Joshua G. Clarke and Israel Loring, their heirs and assigns, the tract of land contained and described in the above annexed certificate, No. 143, confirming in the name of Alexander McCormick six hundred and forty acres of land, hereby authorizing the proper authority of the United States to issue a patent in the name of said Joshua G. Clarke and Israel Loring, or their assigns.

In witness whereof I have hereunto set my hand and seal, this eleventh day of June, 1820.

his
ALEXANDER X McCORMICK. [SEAL.]
mark.

Witness:
ISAAC SELLERS,
WILEY SMITH.

I certify that the foregoing transfer was duly acknowledged before me, the subscribing judge, and the two subscribing witnesses, [this] 12th day of June, 1820.

Given under my hand and the seal of my office, this 12th June, 1820.

Recorded 7th July, 1820.

SAM. LIGHTNER, *Parish Judge*.

THE STATE OF LOUISIANA,
Parish of Concordia:

I, Edward Broughton, parish judge and ex officio notary public in and for the parish aforesaid, do certify, that the foregoing power of at-

torney, plat, and transfer, are true and correct copies from the originals recorded in my office, in book C, pages 404 and 405.

In testimony whereof, I have hereunto set my hand and affixed the seal of office, this eighth day of December, in the year of our Lord eighteen hundred and twenty-five.

[SEAL.] EDWD. BROUGHTON,
Parish judge and ex officio notary public.

Deed from Joshua G. Clark and wife to Israel Loring.

This indenture, made this 15th day of December, in the year of our Lord one thousand eight hundred and twenty-four, between Joshua Giles Clarke and Martha, *his* wife of said Joshua Giles, of the first and Israel Loring of the second part, all of the county of Claiborne and State of Mississippi, witnesseth: That whereas, by a certain article of agreement, made and entered into by and between the said Clarke and Loring, on the eleventh day of September, in the year one thousand eight hundred and seven, they became interested in the purchase and ownership of various claims to and tracts of land, and formed a co-partnership for the purchase of lands, with equal interest to each, in the parish of Concordia and State of Louisiana, among which said claims, tracts, and purchases are the following, (specified and enumerated by the names of the original claimants to whom, or in whose names, the same were confirmed and certificates issued, lettered and numbered as follows, to wit: a claim confirmed in the name of Anthony Crockett, for six hundred forty acres, certificate B, numbered fifteen hundred; a claim confirmed in the name of Thomas Patterson, for six hundred and forty acres, certificate B, number fifteen hundred and one; a claim confirmed in name of William Denman, for six hundred and sixteen acres, certificate B, number one thousand five hundred and four; a claim confirmed in the name of Elijah Clarke, for five hundred and ninety acres, certificate B, number one thousand four hundred and ninety-eight, being upon the Bayou Videll, in Concordia, Louisiana; also a claim confirmed in the name of Alexander McCormick, for six hundred and forty acres, being number one hundred forty-three of claims confirmed, in Concordia, by act of Congress approved 29th April, 1816; also a claim to a back concession, as shown by a certificate from the land office at Ouachita, dated February 21st, 1822, of the entry of six hundred and forty acres, being a back concession on the aforesaid claim confirmed to Alexander McCormick; a claim confirmed in the name of Gibson Clarke, jun., for six hundred and forty acres, being number twenty-eight of claims in Concordia, in Louisiana, and confirmed by act of Congress aforesaid, and conveyed to Israel Loring on the fourteenth of February, eighteen hundred and twenty; and a claim confirmed in the name of Levi Noral, for four hundred eighty-four acres and forty-nine hundredths of an acre, being number one hundred seventy-one of claims in Concordia, confirmed by act of Congress aforesaid, and conveyed to said Clarke and Loring on the thirtieth day of June, eighteen hundred and twenty-two. And whereas the said Clarke

and Loring are desirous and have agreed to make final division and settlement of their respective interests in and to the said several claims and tracts of land above named, as well as in, of, and to other claims and tracts acquired during the said co-partnership between them, though not herein enumerated: the said Joshua Giles Clarke and Martha, *his* wife of said Joshua, have agreed, and they do hereby agree, to surrender and release, sell, alien, and convey to the said Israel Loring, his heirs, and assigns, forever, all their right, title, interest, estate, claim, and demand, in and to the aforesaid claims, entries, tracts, and parcels of land; and in pursuance of such last mentioned agreement, and in consideration of the sum of one dollar to them in hand paid by the said Israel Loring, at and before the ensealing and delivery of these presents, and also in consideration of a similar relinquishment and deed to this, of divers tracts and claims of land, made by the said Israel Loring to the said Clarke, of even date herewith, they, the said Joshua G. Clarke and Martha, his said wife, have granted, released, sold, aliened, conveyed, assigned, and made over, and by these presents do grant, release, sell, alien, convey, assign, and make over, to the said Israel Loring, and to his heirs and assigns, all the right, title, interest, claim, estate, and demand, which they now have, or otherwise hereafter may have, either at law or in equity, in and to the said several tracts of land above enumerated, whether derived by, through, or under the late co-partnership between said Clarke and Anthony Glass, or which may have been acquired during the existence, and by virtue and in pursuance of the aforesaid co-partnership between said Clarke and Loring, be the same more or less; together with all the hereditaments and appurtenances to the same in anywise belonging. And it is understood and intended that this present indenture of sale, release, surrender, and division, shall extend to and include all claims and entries of land, whether the same be confirmed and paid for or not, which may have been acquired, or made under, during, in the name, and in pursuance of, the aforesaid co-partnership between the said Clarke and Loring, lying and being between the claim confirmed in the name of Anthony Crockett on the Lake Videll, and the claim confirmed in the name of Levi Norril, both inclusive.

To have and to hold the said lands and tenements hereby released, sold, and conveyed to the said Israel Loring, his heirs and assigns, to his and their only proper use and behoof forever. And we do hereby warrant and defend the same against all persons claiming or deriving title by, through, or under us, or either of us, to the said Israel Loring, his heirs and assigns, forever.

In witness whereof we have hereunto set our hands and seals, the day and year first above written.

J. G. CLARKE, [SEAL.]
MARTHA CLARKE. [SEAL.]

Signed, sealed, acknowledged, and delivered in presence of us—
B. W. JOHNSTON,
AMOS WHITING.

STATE OF MISSISSIPPI,
Claiborne county, sct:

Personally appeared before the undersigned, a justice of the peace for the county aforesaid, Martha Clarke, wife of Joshua G. Clarke, whose name appears on the within deed, and who being examined separate and apart from her husband, acknowledged that she signed, sealed, and delivered the within deed as her own voluntary act, without the fears, threats, or compulsion of her said husband.

Given under my hand and seal, this 15th day of December, 1824.

B. W. JOHNSTON, *J. P.*

STATE OF MISSISSIPPI,
Claiborne county:

Personally appeared before the undersigned, a justice of the peace for the county aforesaid, Joshua G. Clarke, whose name is annexed to the foregoing deed, who acknowledged the same to be his hand and seal, and act and deed.

Given under my hand and seal, this 15th day of December, 1824.

B. W. JOHNSTON, *J. P.*

Walter Leake, governor of the State of Mississippi, to all who shall see these presents: Be it known, that Benjamin W. Johnston, esq., was on the 15th day of December, 1824, a justice of the peace in and for the county of Claiborne, and that full faith and credit are due to all his acts as such.

Given under my hand, and the great seal of said State, at Jackson, this 25th day of April, 1825.

[SEAL.]

WALTER LEAKE.

By the governor:

JOHN A. GRIMBALL,
Secretary of State.

STATE OF LOUISIANA,
Parish of Concordia:

I, Edward Broughton, parish judge and ex officio notary public in and for the parish aforesaid, do certify the foregoing instrument of writing to be a true and correct copy of the original on file and of record in my office, in book D, pages 504, 505, 506, and 507.

In testimony whereof I have hereunto set my hand, and affixed my seal of office, this 8th day of December, 1825.

[SEAL.]

EDWARD BROUGHTON,
Parish judge and ex officio notary public.

Conveyance from Israel Loring to John Perkins.

Know all men by these presents, that I, Israel Loring, of the county of Claiborne and State of Mississippi, for and in consideration of the

sum of eight thousand dollars, to me in hand paid by John Perkins, of the county of Adams and State aforesaid, before sealing, signing, and delivery hereof, the receipt whereof is hereby acknowledged, and am therewith fully satisfied, have bargained, sold, conveyed, transferred, and made over, and by these presents do bargain, sell, and convey to the said John Perkins, his heirs and assigns forever, all my right, title, interest, claim, and demand whatever, in law or equity, to all that piece or parcel of land situate, lying, and being in the parish of Concordia, State of Louisiana, on the river Mississippi, about seventy miles above the town of Vidalia, and opposite to the lower of the three Palmyra islands; adjoining lands below originally granted Stephen Bullock, now owned and belonging to the said John Perkins, and what is usually called Somerset Plantation; which said piece or parcel of land hereby sold and conveyed, was confirmed by an act of Congress, passed the twenty-ninth day of April, eighteen hundred and sixteen, to a certain Alexander McCormick, and by him sold and conveyed to a certain Joshua Giles Clark and the said Israel Loring, and by the said Joshua Giles Clark, for his interest or half, to the said Israel Loring, as will more fully and at large appear by reference to the public records of the parish aforesaid. Also all my right, title, interest, claim and demand whatever, in law or equity, in and to a double concession in rear of said tract sold and conveyed; also all advantages arising from a payment made for said double concession, or that may hereafter arise from any act of Congress now entering, or may hereafter be passed, in favor of claimants under the provisions of such acts of Congress; also all the papers and documents relating, or in anywise appertaining thereto. And the said Israel Loring, for himself, his heirs, executors, and administrators, doth hereby covenant, grant, promise, and agree, to and with the said John Perkins, his heirs and assigns, that he, the said Israel Loring, his heirs, executors, and administrators, the premises hereby conveyed, or intended to be conveyed, or any part or parcel thereof, bargained and sold, and every part or parcel thereof, with the appurtenances thereto belonging, to him, the said John Perkins, his heirs and assigns, against him, the said Israel Loring, his heirs and assigns, and against all persons whatsoever, claiming or to claim, by, under, or through him, or either of them, will warrant and forever defend, by these presents.

In witness whereof the parties have hereunto set their hands and seals, this ninth day of January, in the year of our Lord one thousand eight hundred and twenty-seven, in the parish aforesaid, and in presence of the undersigned witnesses. The word "Mississippi" being first interlined; and the word "nearly," in the eighteenth line, being erased before signing.

Accepted:

ISRAEL LORING, [SEAL.]
JNO. PERKINS. [SEAL.]

JOSEPH SMITH,
JOHN SIEGMUND.

STATE OF LOUISIANA,
Parish of Concordia, ss:

Before me personally appeared John Siegmund, of the parish aforesaid, and being duly sworn, deposes and says, that he was present and saw the within named Israel Loring and John Perkins execute the within written deed, and that he, this deponent, together with the within named Joseph Smith, subscribed their names as witnesses thereto.

JOHN SIEGMUND.

Sworn to, subscribed this 24th February, 1827, before me,
ROBERT OGDEN,
Judge of the parish aforesaid.

STATE OF LOUISIANA,
Parish of Concordia, ss:

I certify, that I have recorded the foregoing deed in my office, viz., in book E, pages 82, 83, this twenty-fourth day of February, one thousand eight hundred and twenty-seven.

In testimony whereof I have hereunto set my hand and seal of office, at my office in the parish aforesaid, the day and year aforesaid.

ROBERT OGDEN,
Parish judge and ex officio notary public.

Deed from John Perkins to Jonathan Thompson.

John Perkins to Jonathan Thompson—Quit claim deed.

Know all men by these presents, that I, John Perkins, of the parish of Concordia, in the State of Louisiana, for and in consideration of the sum of one hundred dollars, to me in hand paid by Jonathan Thompson, of the city of Natchez, in the State of Mississippi, the receipt whereof is hereby acknowledged and confessed, hath granted, bargained, sold, released, quited claim, confirmed, and conveyed, and by these presents doth grant, bargain, sell, release, quit claim, confirm, and convey unto the said Jonathan, a certain tract of land, situated, lying, and being in the said parish of Concordia, the same being the tract of land heretofore sold and conveyed by Chauncy Pettibone, as curator of the estate of Alexander McCormack, deceased, by deed of conveyance bearing date the sixteenth day of December, one thousand eight hundred and eighteen, and recorded in the office of the parish judge of said parish, in book C, pages 220, and which said tract of land contains by estimation six hundred and forty acres, be the same more or less. To have and to hold the said tract of land and premises, with the appurtenances, unto the said Jonathan Thompson, his heirs and assigns, forever. But it is understood, and expressly agreed, by and between the parties aforesaid, that the said John does not and shall not be held to warrant or guarantee the title to said tract

of land in every respect whatever, nor shall he, in case of the failure of title thereto, or any defect therein, or for any cause, or under any circumstances whatsover, be bound or liable to refund the said sum of one hundred dollars, or to repay the same, or any other sum whatever, to the said Jonathan.

In witness whereof the said John Perkins and the said Jonathan Thompson have hereunto put their hands and seals, this eleventh day of May, in the year of our Lord one thousand eight hundred and twenty-one.

JOHN PERKINS, [SEAL.]
J. THOMPSON. [SEAL.]

Signed, sealed, and delivered in presence of—
THOMAS MOORE,
P. M. LAPICE,
EDWARD BROUGHTON.

STATE OF LOUISIANA, *parish of Concordia:*

Be it remembered, that on the day of the date hereof, personally appeared before the undersigned, judge in and for the parish aforesaid, the foregoing named John Perkins, grantor, and acknowledged that he signed, sealed, and delivered the foregoing instrument of writing as his free and voluntary act and deed, for the uses and purposes therein mentioned and expressed, and desired the same to be recorded as such.

Given under my hand this twenty-fifth day of May, in the year of our Lord one thousand eight hundred and twenty-one.

EDWARD BROUGHTON,
Judge of the parish of Concordia.

STATE OF LOUISIANA, *parish of Concordia:*

I, George C. McWhorter, judge of said parish, certify the above and foregoing to be a true copy from the records in my office.

Witness my hand and seal of office, this 15th December, 1842.

[SEAL.] GEORGE C. McWHORTER,
Parish Judge.

Deed from John Perkins to Edward Broughton.—John Perkins to Edward Broughton.

This indenture, made the first day of October, in the year of our Lord one thousand eight hundred and seventeen, between John Perkins, of the parish of Concordia, *side* of Louisiana, of the one part, and Edward Broughton, of the *of the* other part, witnesseth: That the said John Perkins, for and in consideration of the sum of six thousand dollars, to him in hand paid by the said Edward Broughton, before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, he, the said John Perkins, hath granted, bargained, sold, aliened, enfeoffed, and confirmed, and by these presents doth grant,

bargain, sell, alien, enfeoff, and confirm, unto the said Edward Broughton, his heirs and assigns, all that certain piece or parcel of land, situate, lying, and being in the parish of Concordia, about one mile below the town of Vidalia, adjoining lands of Manuel Texada below, and lands of the said John Perkins above, and bounded as follows, to wit: Beginning at a cotton wood tree near the river, and on the dividing line between the said Manuel Texada and the piece now about to be conveyed, running back on said dividing line forty arpents to the back line of the original grant in the swamp; thence, up said back line, in the swamp, seven arpens, to a post; thence, towards the river, in a parallel line with the aforesaid dividing line, forty arpents, to a stake; thence, down to the place of beginning, leaving seven arpents between the aforesaid lines in front, the same width that it is in rear, containing two hundred and eighty arpents, be the same more or less.

Together with all and singular the buildings, improvements, woods, ways, waters, water-courses, rights, liberties, privileges, hereditaments, and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof, and all the estate, right, title, and interest whatsoever of him, the said John Perkins, both at law and equity, of, in, and to, and out of the said tract of two hundred and eighty arpents, described and hereby bargained and sold, and meant, mentioned, or intended hereby so to be, and every part and parcel thereof.

To have and to hold the said two hundred and eighty arpents of land, so as aforesaid described, together with the buildings and appurtenances, and all and singular other the premises hereby bargained and sold, or meant, mentioned, or intended hereby so to be, and every part and parcel thereof, with the appurtenances, unto the said Edward Broughton, his heirs and assigns forever, and for no other use, intent, or purpose whatsoever; and the said John Perkins, for himself, his heirs, executors, and administrators, doth hereby covenant, grant, promise, and agree, to and with the said Edward Broughton, his heirs, executors, administrators, or assigns, that he, the said John Perkins and his heirs, the said two hundred and eighty arpents and premises hereby granted, bargained, and sold, and every part and parcel thereof, with the appurtenances thereunto belonging, to him, the said Edward Broughton, his heirs and assigns, against him, the said John Perkins and his heirs, against all and every person or persons whatsoever, claiming or to claim any right, title, or interest in and to the same, or any part thereof, shall and will warrant and forever defend by these presents.

In witness whereof the said John Perkins hath hereunto set his hand and seal, the day and year above written.

JOHN PERKINS. [SEAL.]

Signed, sealed, and delivered in the presence of—
JAMES DUNLAP,
WILLIAM F. SMITH, and
N. McJENNIS.

THE STATE OF LOUISIANA,
Parish of Concordia:

Be it remembered, that on the day of the date hereof, appeared personally before the undersigned, judge of the seventh judicial district of the State of Louisiana aforesaid, and the undersigned Norman McJennis, one of the justices of the peace in and for the parish aforesaid, John Perkins, grantor to the foregoing deed of conveyance, and acknowledged the same to be his free and voluntary act and deed for the purposes therein contained, and desired the same to be recorded as such.

Given under our hands, this twenty-fifth day of October, in the year of our Lord one thousand eight hundred and seventeen.

JAMES DUNLAP,
Judge of seventh district.

N. McJENNIS, *J. P. of P. C.*

Recorded 9th September, 1818.

STATE OF LOUISIANA,
Parish of Concordia:

I, Alvin J. Britton, deputy clerk of the probate court in and for the the parish of Concordia, do hereby certify, that the above and foregoing is a true copy of the records in this office.

[SEAL.] In testimony whereof, I have hereunto set my hand and the seal of said office, this 25th day of February, A. D. 1846.

ALVIN S. BRITTON,
Deputy clerk probate court.

Letter from John Poultney to John Perkins, and account current.

NEW ORLEANS, 10*th August*, 1818.

JOHN PERKINS, ESQ.

DEAR SIR: Your favor of 4th instant, but post marked at Natchez the 7th, is just now received. I suppose you had not then received my letter of 28th ultimo, per steamboat General Jackson, in which I enclosed account sales of your cotton, and the account current. Balance in your favor five thousand eight hundred and ninety-eight $\frac{02}{100}$ dollars, which sum and much more was then due me from certain houses in Natchez, and your amount ought to have been placed at your credit there, but it was not done, and I will now send it to you from here and that without fail by next post, which leaves here only 48 hours after this; you may count on the money going there, and act accordingly.

Am respectfully, your obedient servant,

JOHN POULTNEY, JR.

John Perkins, esq., in account current with John Poultney, jr.; (interest calculated to 27th July, 1818, at 6 per cent. per annum.)

		Principal.	When due.	Time.	Interest.
1818.	Dr.			Ms. ds.	
Mar. 24	To amount of invoice of articles sent you by the steamboat Etna, say -	$49 53	Mar. 24	4 3	$1 01
April 10	To amount ditto of articles sent you -	62 56	Ap'l 10	3 17	1 10
24	To cash paid your drft. in favor of J. R. Holmes, amount - - -	1,000 00	Ap'l 24	3 3	15 50
May 1	To amount of articles sent you by the steamboat Vesuvius, say - -	217 19	May 1	2 26	3 10
6	To cash paid your drft. in favor of McNeil, Fisk & Rutherford, amount -	700 00	May 6	2 21	9 45
9	To cash paid your drft. in favor of Samuel Morgan, amount - -	1,000 00	May 9	2 18	13 00
14	To cash paid your drft. in favor of C. Patterson, for - - -	342 75	May 14	2 13	4 16
June 1	To amt. of articles sent you by the steamboat Buffalo - - -	178 00	June 1	1 26	1 58
5	To amt. of articles sent you by the steamboat General Jackson - -	77 89	June 5	1 22	65
5	To cash paid on the 18th January last, your note to John W. Hundley, amt.	3500 00	Jan. 18	6 9	109 25
July 22	To your drft. favor of Jas. Thompson, at 20 d. st. - - - - -	425 00	Aug. 14		
27	To cash paid for 2 corn mills, with wheels, sent you at $18, $36; cartage 25 cents - - - -	36 25	"		
27	Balance carried to new acc't - -	5,898 02	Balance	–	97 95
	Dollars	13,487 19			$256 75
1818.	Cr.				
June 5	By amt. of articles sent you by the steamboat General Jackson, in April last, and erroneously carried to Nashville by steamboat, say - 62 56 Add difference in the price of the articles sent this day to replace those above mentioned - 2 71	65 27	June 5	1 22	55
April 24	By nett proceeds of 87 bales cotton, as per acc't sales, amt. - - -	10,319 16	Mar. 28	3 29	204 64
24	By ditto ditto of 30 bales cotton, as per acc't sales, amt. - - -	3,004 81	Ap'l 14	3 13	51 56
July 27	By balance of interest - - -	97 95			
	Dolls.	13,487 19			$256 75
	By balance bro't down - -	$5,898 02			

Errors excepted.

New Orleans, *27th July*, 1818.

JOHN POULTNEY, Jr.

Will of Mary Perkins.

In the name of God, Amen. I, Mary Perkins, of Adams county, in the State of Mississippi, being frail in body, but sound [in] mind and discretion, considering the certainty of death and the uncertainty of life, and being desirous to signify my wishes in the settlement of all my worldly affairs, I do make and publish this my last will and testament: First, and principally, I commit my soul into the hands of God, and my body to the earth to be decently interred, at the discretion of my executor hereinafter named; and after my debts and funeral charges are paid, I desire and bequeath as follows:

My children are all alike dear to me, and as my heart knows of no partiality in its affection for one more than the other, I am desirous to leave them a lasting monument of my fond love for them all, trusting, as I do, that the example will teach them to know no partiality among themselves, to know they are brothers and sisters, and at all times for each one to feel the common interest of all the interest of his or her own, I therefore give and bequeath all the estate, interest, right of dower, and every claim whatsoever of myself, in and to the joint property, both real and personal, of my late husband Benjamin Bynum, late of the parish of Concordia, deceased, and myself, together with all the estate, both real and personal, which was acquired during my widowhood, to be equally divided between the children of my said late husband and myself, to wit: Nancy Sugars Bynum, Benjamin Sylas Bynum, Mary Caroline Bynum, and Harriet Jane Bynum, agreeably to the laws of succession and descent of the State of Louisiana, except negro boy Arthur, and so much as will purchase another boy of the same value, hereinafter disposed of, to be deducted from the whole of the foregoing property. And it is my will and pleasure that all the estate of the said children of my late husband and myself should be kept together without division or sale until the first heir shall attain to lawful age, and that my executor give him or her the proportion due, leaving the residue undivided until the next shall come of lawful age; and so in like manner and successive division, until all shall attain to lawful age.

3d. I give and bequeath the property which I acquired by the death of my brother, William Rives, to be equally divided between my children by my former husband, Benjamin Bynum, and those by my present husband, John Perkins, to be divided as aforesaid.

4th. I give and bequeath unto my son John Perkins, jr., a negro boy named Arthur, aged about six or seven years; and I do hereby direct my executor to purchase out of my original estate, one other boy, of the same value, and give him to my son William.

5th. It is my will and pleasure that all my children shall remain together, and receive such education, and be brought up in such manner as to my executor may seem needful, requisite, and proper, and to exercise his own discreet judgment in regard to their professions, avocations and pursuits.

5. I do hereby appoint my beloved husband, John Perkins, my sole

executor of this my last will and testament, and it is [my] will and pleasure that he act as guardian or curator, both to the persons and property, of my said children; to exercise also a proper discretion in all things not herein expressed or signified.

Read and published, ratified and confirmed, in the presence of the testatrix, who declares this to be her last will and testament, revoking all others, in the presence of John D. Smith, J. E. Hart, W. L. Parker, E. H. Parker, and H. Perkins, disinterested persons, who sign as witnesses, this thirtieth day of March, in the year of our Lord one thousand eight hundred and twenty-two, in the county aforesaid.

MARY PERKINS. [L. S.]

Signed by the testatrix, and acknowledged in presence of us, at the request of the testatrix, and in the presence of each other—

JOHN D. SMITH,
JAMES E. HART,
W. S. PARKER,
E. W. PARKER,
H. PERKINS.

Codicil.

And I, the said testatrix, after hearing the foregoing read, and reflected on its contents, apprehensive that my younger children, from a misrepresentation, or a want of correct information, may reprove me for what they might call partiality in the distribution of the property which I owned when I intermarried with their father, I have directed this codicil of explanation to be added to my foregoing will, in the hope that it may prevent any unpleasant feelings in the breasts of my youngest children, which might otherwise unhappily exist; I therefore wish them to understand that the property devised to the children by my first husband, was the property which belonged to their father and myself, and the property acquired during my widowhood was only the product from the capital which that property afforded, and I consider that it equally belongs to them, and that I should do them injustice to dispose of it differently. This codicil is also read and published as a part of my said will, and signed by the same witnesses, and myself, in presence of each other, the day and year aforesaid, at my special request.

MARY PERKINS. [L. S.]

JOHN D. SMITH,
W. S. PARKER,
H. PERKINS,
JAMES E. HART,
E. H. PARKER.

THE STATE OF LOUISIANA, *Parish of Concordia.*

Court of Probates.

Be it remembered, that on the day of the date hereof, personally appeared before the undersigned, parish judge and ex officio judge of probates in and for the parish aforesaid, John D. Smith, a citizen of said

parish, and a subscribing witness to the annexed will and codicil, who being duly sworn did on oath depose and say, that he was present and saw the testatrix, Mary Perkins, sign, seal, and acknowledge the same as her free and voluntary act and deed, for the uses and purposes therein mentioned and expressed; and that this deponent, together with James E. Hart, W. S. Parker, E. W. Parker, and H. Perkins, subscribed their names as witnesses thereto, at the request of the testatrix, and in her presence, and in the presence of *of* each other.

JNO. D. SMITH.

Sworn to and subscribed, this 20th day of March, A. D. 1825.

EDW'D BROUGHTON,

Judge of the parish of Concordia and ex officio judge of probates.

THE STATE OF LOUISIANA, *Parish of Concordia:*

I, George C. McWhorter, parish judge and ex officio judge of probates in and for the parish of Concordia, do certify, that the foregoing will is a true copy from the original now on file and of record in my office.

In testimony whereof I have hereunto set my hand and seal this 27th November, A. D. 1844.

[SEAL.] GEO. C. McWHORTER, *Parish judge.*

Bond given by John Perkins to Ann S. Ewing et al.

Know all men by these presents, that I, John Perkins, of the parish of Concordia, and State of Louisiana, *are* held and firmly bound unto Ann S. Ewing, late Ann S. Bynum, Benjamin S. Bynum, Mary C. Bynum, and Harriet J. Bynum, in the penal sum of two thousand dollars; the payment of which, well and truly to be made, I bind myself, my heirs, executors, and administrators. Sealed with my seal, and dated this 11th day of April, A. D. 1828.

The condition of the above obligation is such, that whereas the said John Perkins is desirous of securing to the said Ann Bynum, Mary, and Harriet, the quiet and peaceable possession of the real estate of their ancestor, Benjamin Bynum, in the said parish of Concordia, and also all the rights to the same which were intended to be secured to them by the will of Mrs. Mary Perkins, (formerly Mary Bynum,) bearing date the 30th day of March, A. D. 1822, against all claim, or pretence of claim, of John and William Perkins, the children of the said Mary Perkins, by her marriage with the said John Perkins. Now, if the said John Perkins shall well and truly secure to the said Ann, Benjamin, Mary, and Harriet, the quiet possession and enjoyment of the said real estate, and all the right to the same which was intended to be conveyed by the will of the said Mary Perkins, and shall indemnify and save them harmless against all claim, or pretence of claim, to the same, by the said John Perkins, jr., and William Perkins, then this obligation to be void; otherwise to be and remain in full force and virtue.

In testimony whereof *of* the said John Perkins has hereto set his name, and affixed his seal, the day and year above written.

JNO. PERKINS. [SEAL.]

Attest: R. M. GAINES.

STATE OF LOUISIANA, *parish of Concordia:*

I, George C. McWhorter, parish judge and ex officio recorder of mortgages, deeds, &c., do hereby certify, that the above bond is a true and correct copy from the original that is now on file in my office, said filing bearing date May 23d, 1831.

In testimony whereof I have hereunto set my hand, and the seal of my office, this 26th day of January, A. D. 1846.

GEO. C. McWHORTER, [SEAL.]
Parish judge.

Miss Harriet J. Bynum in account current with John Perkins, her guardian.

	DR.	
1832, April	To this sum being the amount of Judge Eskridge's account against minor for sundries, as per voucher No. 1 - - - -	$1,118 33
1833, April	To this sum being the amount of current expenses for the year past of said minor, as per voucher No. 2 - - - -	502 99
	To this sum being the amount of office fees in the orphan's court of Claiborne county, as per voucher No. 3 - - - -	7 00
		$1,628 32
	This sum in favor of guardian on this account	$399 16

	CR.	
1833.	By amount of minor's interest in Long Branch plantation, and hire of negroes to Judge Eskridge for the year eighteen hundred and thirty-two, being one-half of said plantation and negroes thereon at work - - -	$1,200 00
	By this sum, received of S. Davis, esq., for amount of lands once owned by minor in the parish of Concordia, La. - - -	29 16
	This sum in favor of guardian on this acct. -	399 16
		$1,628 32

Examined and allowed.

P. A. VANDORN, *Judge probate.*

Truly recorded. WM. DAVIS, *Reg.*

THE STATE OF MISSISSIPPI,
County of Claiborne, ss:

I, Frederick J. Poor, clerk of the probate court in and for said county and State, do hereby certify, that the foregoing transcript contains a true and correct copy of an account of John Perkins, as guardian of Harriet J. Bynum, settled in the orphan's court of said county at the April term, A. D. 1833, as the same appears of record in my office.

Given under my hand and seal of office, at Port Gibson, this 2d day of December, A. D. 1844.

FRED'K J. POOR, *Cl'k.* [SEAL.]

STATE OF MISSISSIPPI,
County of Claiborne:

I, William M. Randolph, judge of the probate court of the county of Claiborne, in the State of Mississippi, do certify, that the foregoing certificate and attestation by Frederick J. Poor, who is clerk of said probate court, are in due form of law.

Given under my hand and seal this 2d day of December, A. D. 1844.

WM. M. RANDOLPH, [SEAL.]
Judge, &c.

THE STATE OF MISSISSIPPI,
County of Claiborne, ss:

I, Frederick J. Poor, clerk of the probate court in and for said county and State, do hereby certify, that William M. Randolph, whose name is signed to the within certificate, is, and was at the time of his signing the same, judge of the probate court in and for the county of Claiborne, State aforesaid, duly commissioned and qualified according to law, and that full faith and credit are due, and ought to be given to all his official acts as such.

Given under my hand and seal of office, at Port Gibson, this 2d day of December, A. D. 1844.

FRED'K J. POOR, *Cl'k.* [SEAL.]

Record of the administration accounts of John Perkins, and documents annexed.

John Perkins, curator ad bona and tutor to the minor heirs respectively of the succession of Mrs. Mary Perkins, deceased, in account with said succession.

DR.			
This accountant charges himself as follows, to wit:			
Amount of inventory, taken 2d March, 1827 -		–	$6,325 00
One-half of the acquests and gains in community with the late Mr. Bynum, deceased, which sum is placed to the credit of this accountant in the settlement of that estate, items next below, to wit:			
1040 acres of land on Lake Concordia, Louisiana - - - -	$10,000	$5,000	
16 negroes - - - -	4,200	2,100	
4 mules - - - -	200	100	
60 head of cattle - - -	200	100	
Francis Bynum, note and interest -	366	183	
			7,483 00
Amount of inventory contained in supplement—			
Negro boy Arthur - - - -		–	250 00
			$14,058 00
CR.			
This accountant prays allowance as follows, to wit:			
For this sum, being the appraised value of a negro boy called Peter, having died since the inventory was taken			$300 00
This sum, paid office fees for inventorying, and finally allowing and settling this account - - -			55 00
This sum, being the price of boy Arthur, given John -			250 00
This amount of property on hand, subject to adjudication under the provision of the law in such case made and provided - - - - - -			13,453 00
			$14,058 00

Your accountant exhibits a further account, showing the necessary expenditures for the use of the estate, maintaining the family, schooling children, &c., together with the receipts arising out of said estate.

He charges himself as follows, to wit:	
For this sum, being the amount of crop of 1818, 85 bales, weighing 35,202 lbs., sold in New Orleans by McNeill, Fisk & Rutherford, 10th May, 1819, at 18 and 20 cents, as will be seen by their account of sales, which is herewith presented. Grs. amount $7,016.42; charges $344.34; nett proceeds - -	$6,672 08
For amt. of crop of 1819, 68 bales, weighing 25,666 lbs., sold by McNeill, Fisk & Co., at 16 and 17 cents, on the 1st and 2d April, 1820. Grs. amount $4,531.12; charges $251.11 - - -	4,100 01
Those years averaged 30,434 lbs., a criterion for the following years, after the hands were removed and worked with others, viz:	
For the year 1820, the average quantity 30,434 lbs., sold in New Orleans at 16.60½. Grs. amount $5,052.04; charges $300; nett proceeds - - - -	4,752 04
For the year 1821, the average quantity 30,434 lbs., sold in New Orleans at 16.60½. Grs. amount $5,052.04; charges $300; nett proceeds - -	4,752 04
For the year 1822, the average quantity 30,434 lbs., sold in New Orleans at 12 cents. Grs. amount $3,652.08; charges $300; nett proceeds - -	3,352 08
For the year 1823, overflow; for the labor of hands that fall, making levee - - - - -	1,000 00
For the year 1824, the average quantity 30,434 lbs.; from that deduct one-fourth destroyed by an overflow, leaves 22,826 lbs., sold in New Orleans at 15¼ cents. Grs. amount $3,480.96½; charges 300; nett proceeds	3,180 96½
For the year 1825, the usual quantity 30,434 lbs., sold in New Orleans at $12 05 cents. Gross amount $3,667.29; charges 300; nett proceeds - -	3,367 29
For the year 1826, deduct from the usual quantity one-fourth destroyed by overflow, leaves 22,826 lbs., sold in New Orleans at 10¾ cents. Grs. amount $2,463 79; charges $300; nett proceeds - -	2,163 79
For this sum, from Hollyday and others, for rent of plantation on Lake Concordia - - -	2,620 00
Amount carried over - - - - -	35,960 27½
Amount bro't over, and account continued - -	35,960 27½
For this amount, for a piece of land sold by the deceased, and money loaned Mr. Rives - - -	1,087 18¾
For this sum, from Colo. Turner Bynum - -	63 90
For this sum, to balance account - - -	7,388 63¾
	$44,500 00

He claims allowance as follows, to wit:	
For this sum, being the expenditures for the use of the hands in making the crop of 1819, including overseer's wages, bagging and cordage, taxes, &c. - -	$2,000 00
For this, for general expenditures for use of family, schooling, &c., same year, and part of 1818 -	4,000 00
For this amount, for general expenditures for use of hands, 1820 - - - - -	1,500 00
For this amount, for general expenditures for use of family, same year, including schooling, &c. -	2,500 00
For this amount, for general expenditures for use of hands, 1821 - - - - - -	1,500 00
For this amount, for general expenditures for use of family same year, including schooling, &c. - -	2,500 00
For this amount, for general expenditures for use of hands, 1822 - - - - - -	1,500 00
For this amount, for general expenditures for use of family same year, including schooling, &c. - -	5,000 00
For this amount, for general expenditures for use of hands, 1823 - - - - - -	1,500 00
For this amount, for general expenditures for use of family same year, including schooling, &c. - -	4,000 00
For this amount, for general expenditures for use of hands, 1824 - - - - - -	1,500 00
For this amount, for general expenditures for use of family same year, including schooling, &c. - -	5,000 00
For this amount, for general expenditures for use of hands, 1825 - - - - - -	1,500 00
For this amount, for general expenditures for use of family same year, including schooling, &c. - -	4,000 00
For this amount, for general expenditures for use of hands, 1826 - - - - -	1,500 00
For this amount, for general expenditures for use of family same year, including schooling, &c. - -	5,000 00
	$44,500 00

STATE OF LOUISIANA,
Parish of Concordia, ss:

Before me, the undersigned, parish judge and ex officio judge of probates in and for the said parish, personally appeared John Perkins, the within named accountant, and, being duly sworn, deposes and says, that the within account, setting forth a full and final administration by him of the estate of Mrs. Mary Perkins, deceased, within the said par-

ish, for account of the heirs of the said deceased, he verily believes to be just and true; and that, in regard to the charges therein made for expenditures, he hath not preserved any detailed accounts showing the particular sums expended, but he doth well know that they are in the said account set down and stated at less than what he hath actually paid and advanced in the said expenditures.

JOHN PERKINS.

Sworn to and subscribed, this twenty-ninth day of May, 1827, before me, ROBERT OGDEN,

Parish Judge and ex officio Judge of Probates.

STATE OF LOUISIANA,
Parish of Concordia, ss:

At a special court of probates, in and for the said parish, this 29th day of May, 1827; present, Robert Ogden, judge; George S. Guion, clerk; in the matter of the succession of Mary Perkins, deceased.

JOHN PERKINS, Curator and Tutor, &c.,
vs.
THE SAID SUCCESSION.

On submission of final administration account appeared the said plaintiff as curator ad bona and tutor respectively to the minor heirs of the said succession, and Martin W. Ewing, representing his wife Mrs. Ann Ewing, and as curator ad lites and under tutor respectively to the said minors; and upon an examination of the said account, and the testimony adduced, it is ordered, adjudged, and decreed, that the said account be allowed and confirmed, subject to whatever opposition may be made and sustained on the part of the said heirs, as by law prescribed; the time within which such opposition may be received being, by consent of the parties aforesaid, hereby extended to the 10th day of August next; after which, no opposition being made, this judgment to be absolute.

ROBERT OGDEN, *Judge, &c.*
Attest: GEORGE S. GUION, *Clk.*

John Perkins, curator ad bona and tutor to the minor heirs respectively of the succession of Benjamin Bynum, deceased, in account with said succession.

DR.		
This accountant charges himself as follows, to wit:		
For negroes originally brought into the stock by deceased, at his marriage with Mrs. Bynum, with their increase, to wit, 44 in number, valued 2d March, 1827, at -	-	$11,450 00
For amount of the appraised value of acquests and gains of community with Mrs. Bynum, to wit, 1,040 acres of land on Lake Concordia, Louisiana, valued at - - -	$10,000 00	

Statement—continued.

16 negroes, to wit:		
Frank, 50 years of age, - - 200		
Mariah, 40 " " his wife, 300		
Alexander, 14 " " their son, 350		
Anderson, 9 " " " 250		
Fanny, 7 " " - - 200		
Lucy, 5 " " - - 200		
Parker, 3 " " - - 150		
Frank, 1 " " - - 100	1,750 00	
Amount carried over, and account continued,	11,750 00	11,450 00
Amount bro't over, and account continued, -	11,750 00	11,450 00
Children of Sally, deceased, to wit:		
Abram, 16 years of age, - - 200		
Polly, 14 " " - - 300		
Chaney, 12 " " - - 250		
Tom, 5 " " - - 200		
Milly, 37 " " - - 350		
Ned, 16 " " - - 400		
Billie, 33 " " - - 300		
Lewis, 33 " " - - 450		
4 mules, - - - - - 200		
60 head of cattle, - - - - 200		
Francis A. Bynum's note, with interest, 366		
	14,966 00	
		14,966 00
This sum, being the price of a negro girl, called Hannah, sold in the spring of 1825, - -	-	470 00
For amount of chest carpenters' tools, included in the inventory and omitted in this acct.	-	5 00
		$26,891 00

Cr.

This accountant claims allowance as follows, to wit:		
For one-half the amt. of the appraised value of the acquests and gains of the community of Mrs. Bynum, carried to his debit in the settlement of Mrs. Perkins' estate, to wit:		
1040 acres of land on Lake Concordia, Louisiana, value at - - - - $10,000	$5,000 00	
16 negroes, valued at - - - 4,200	2,100 00	
4 mules, valued at - - - 200	100 00	
60 head of cattle, valued at - - 200	100 00	
Francis A. Bynum's note, - - 366	183 00	
		$7,483 00

Statement—Continued.

This sum, being the price [of] Eleanor, a negro girl, given by the deceased to Ann, now Mrs. Ewing,	$350 00	$350 00
This sum, being the price of James, a negro boy given Benjamin,	-	450 00
Amount carried over, and account continued,	8,283 00	26,891 00
Amount bro't over, and account continued,	8,283 00	26,891 00
For this sum, being the price of George, a negro boy, son of Will, given Mary,	-	250 00
This sum, being the price of Will, a negro boy, a son of Will, given Harriet,	-	200 00
This sum, paid office fees for inventorying and finally allowing and settling this account,	-	55 00
This amount of property on hand, subject to adjudication under the provision of the law in such case made and provided,	-	18,103 00
		$26,891 00

STATE OF LOUISIANA,
Parish of Concordia, ss:

Before me, the undersigned, judge of probates, personally appeared John Perkins, the within named accountant, and, being duly sworn, deposes and says, that the within account, setting forth a full and final administration by him of the estate of Benjamin Bynum, deceased, for account of the heirs of the said deceased, is just and true.

JNO. PERKINS.

Sworn to and subscribed, this twenty-ninth day of May, 1827, before me,

ROBERT OGDEN,
Judge of Probates.

STATE OF LOUISIANA, *Parish of Concordia, ss:*

At a special court of probates, in and for the said parish, this 29th day of May, 1827; present, Robert Ogden, judge; George S. Guion, clerk; in the matter of the succession of Benjamin Bynum, deceased.

JOHN PERKINS, curator and tutor, &c.
vs.
THE SAID SUCCESSION.

On a submission of final administration account.

Appeared the said plaintiff, as curator ad bona and tutor respectively to the minor heirs of the said succession, and Martin W. Ewing, representing his wife, Mrs. Ann Ewing, and as curator ad lites and under-tutor respectively to the said minors; and, upon an examination of the said account and the testimony adduced, it is ordered, adjudged, and decreed, that the said account be allowed and confirmed, subject to whatever opposition may be made and sustained on the part of said

heirs, as by law prescribed; the time within which such opposition may be received being by consent of parties aforesaid hereby extended to the 10th day of August next; after which, no opposition being made, this judgment to be absolute.

ROBERT OGDEN, *Judge, &c.*
Attest: GEORGE S. GUION, *Cl'k.*

May 1, 1827.

DOCT. JOHN D. SMITH and JOSEPH SMITH, ESQ.

GEN.: The administration accounts of my administration on the estates of the late Mr. B. Bynum, deceased, and Mrs. Mary Perkins, deceased, are submitted for your inspection. Please examine each account minutely, and return them with your remarks. It might be inquired why more is charged for expenditures one year than another. The answer is as follows, viz: The family was moved from Lake Concordia to Natchez in the fall of 1818, and something like an outfit was thought necessary. This, with the expenses of the family that fall, is included in the charge of $4000 made for the current expenses of 1819. In the year 1822, as is known to you, (I presume,) the two elder daughters, to wit, Ann and Mary, were taken to Philadelphia and placed at school. The sum necessarily expended in taking them there and returning, as well as for their current expenses for that year, is included in the charge of $5000, made for the current expenses of the family that year.

1823. The sum required to meet the current expenses of the girls in Philadelphia is included in the charge of $4000, made for the current expenses of that year for the family.

1824. The sum necessarily expended in going after and returning with the elder daughter, now Mrs. Ewing, together with an outfit, is included in the charge of $5000, made for the current expenses of the family for that year.

1825. The sum necessarily expended in taking the family to Kentucky, placing Benjamin at college, sending Harriet, the third and younger daughter to Baltimore, and placing at school, is included in the charge of $4000, made for the current expenses of the family for that year.

1826. The sum necessarily expended in going after and returning with Mary, together with an outfit, is included in the charge of $5000, made for the current expenses of the family that year.

Two thousand dollars is charged for expenditures for use of hands, 1819, according to estimate of exhibit 4; fifteen hundred for the following years.

Exhibits one and two shew what was made in the years 1818 and 1819 on the Lake plantation, belonging to the heirs of the deceased, and how disposed of, which, as to quantity, is taken as a criterion for the following years, after the hands were moved and worked with others.

Exhibit 3 shews my crops were all disposed of in New Orleans, and

that I have allowed the full average prices for the supposed quantity made in each and every year.

It may also be inquired why so many negroes should make but the average quantity of cotton. The answer is, many of them are Africans, and old family negroes with large families of children; consequently, do not leave the usual proportion and number of working hands. Two years and more fair trial on Lake Concordia, to themselves, shows best their strength and worth. The last year they were there together they had a manager employed at the rate of one thousand dollars per year. This sum, however, is not taken into consideration, in making the estimate of expenses for that or the following years after, though actually paid in cash.

It might be thought $2500, by persons unacquainted with all the circumstances attending the charge for the current expenses of the family, high. This is best known to you, there being no two so intimate in my family, or so well acquainted with all the circumstances attending the charge, as yourselves. I can correctly say, with truth, that the extra charges for schooling, &c., current expenses, &c., while at the East, is actually less than *paid*. The account is submitted. Your remarks will be thankfully received and acquiesced in by your very obedient and humble servant, JOHN PERKINS.

CONCORDIA, *May 9th*, 1827.

JUDGE PERKINS.

SIR: I have examined with attention the several papers and accounts handed to me for inspection by Mr. Joseph Smith, and can freely say that the items of annual expenditures which you have noted, for the negroes and your family, would be rather under than over the sums charged, particularly those latter years when all the children were at school and the amount the largest. With regard to taking the average of the years 1818 and 1819 as a criterion to judge by for the amount of cotton which those negroes would have made, had they remained on the land on Lake Concordia, I think it is the only correct way of making such an estimate, and one in which all the heirs would most likely concur *in*. With great respect, I remain yours, &c.

JOHN D. SMITH.

STATE OF LOUISIANA, *Parish of Concordia, ss:*

Before me, the undersigned, judge of probates, personally appeared Doct. John D. Smith, of the parish aforesaid, and, being duly sworn, deposes and says, that he hath minutely examined the administration account this day rendered and submitted for allowance in the court of probates in and for the said parish, by John Perkins, as curator ad bona and tutor to the persons and estates of the minors, children of Mrs. Mary Perkins, deceased, shewing a final administration by him of the estate within the parish aforesaid of the said decedent; and that he, this deponent, from his intimate acquaintance with the said John Perkins and his family, during the time referred to in the said account, doth verily believe, that the sums charged in the said account, for ex-

penditures in the maintenance and education of the said minors, are to such an amount only as would be considered reasonable and proper, and suitable to the estate and expectations of the said minors; that, with regard to taking the average of the years 1818 and 1819, as a criterion by which to estimate the amount of cotton which the negroes, removed from Lake Concordia to Somerset plantation, would have made, had they remained on the land upon the said lake, he, this deponent, doth verily believe the said average to be just and correct.

JNO. D. SMITH.

Sworn to and subscribed, this 21st day of May, 1827, before me.

ROBERT OGDEN, *Judge of Probates.*

STATE OF LOUISIANA, *Parish of Concordia, ss:*

Before me, the undersigned, judge of probates in and for the parish aforesaid, personally appeared Joseph Smith, of the parish aforesaid, who, being duly sworn, deposes and says, that he hath minutely examined the administration account, rendered and submitted for allowance in the court of probates, in and for the said parish, by John Perkins, 21st day of May, 1827, as curator ad bona and tutor to the persons and estates of the minors, children of Mrs. Mary Perkins, deceased, shewing a final administration by him of the estate within the parish aforesaid of the said decedent; and that he, this deponent, from his intimate acquaintance with the said John Perkins and his family, during the time referred to in the said account, doth verily believe that the sums charged in the said account, for expenditures in the maintenance and education of the said minors, are to such an amount only as would be considered reasonable and proper, and suitable to the estate and expectations of the said minors; that, with regard to taking the average of the years 1818 and 1819 as a criterion by which to estimate the amount of cotton which the negroes removed from Lake Concordia to Somerset plantation would have made had they remained on the land upon the said lake, he, this deponent, doth verily believe the said average to be just and correct.

JOSEPH SMITH.

Sworn to and subscribed, this 28th May, 1827, before me.

ROBERT OGDEN, *Judge of Probates.*

THE STATE OF LOUISIANA, *Parish of Concordia, ss:*

Before me, the undersigned judge of probates, personally appeared Mrs. Elizabeth Rowan, of Adams county, in the State of Mississippi, and being duly sworn, deposes and says, that she hath attentively considered the charges made by John Perkins, in his account against the estates of Benjamin Bynum and Mary Perkins, deceased, rendered and submitted by him for allowance in the court of probates, in and for the said parish, 21st May, 1827, showing a final administration by him of the said estates within the said parish; and this deponent, from her intimate acquaintance with the said John Perkins and the family, during the time referred to in the said account, doth verily believe, that the sums

charged in the said account for expenditures in the maintenance and education of the children of Mrs. Perkins, by her former husband, Benjamin Bynum, are to such an amount only as would be considered reasonable and proper, and suitable to the estate and expectations of the said children, the eldest of whom, a daughter, was about the age of thirteen years, when the said John Perkins married Mrs. Bynum.

This deponent further says, that it was the wish of Mr. Bynum, expressed by him on his death bed, and also of Mrs. Perkins, often expressed by her to this deponent, that the said children should have every advantage afforded them for acquiring a good education; and this deponent is well assured, that the said John Perkins did faithfully devote himself to provide for the maintenance and education of the said children in the best manner: first, at the best schools, at or near home, and in proper time, by having them placed at the best seminaries of learning at the northward; and further, that Mrs. Perkins often expressed to this deponent her entire satisfaction in the liberal and judicious plans which the said John Perkins was pursuing in the maintenance and education of the said children, and even doubted whether their income would be enough to meet these expenses; and whether it would or not, it was still her wish that they should be raised and educated in the best manner.

ELIZABETH ROWAN.

Sworn and subscribed, this 28th day of May, 1827, before me—
ROBERT OGDEN, *Parish Judge*.

STATE OF LOUISIANA,
Parish of Concordia, ss:

I, Robert Ogden, parish judge and ex officio notary public in and for the parish aforesaid, do hereby certify, that the foregoing pages contain a full and complete copy of the documents therein named, as will appear by reference to the originals now registered in my office.

In testimony whereof, I have hereunto set my hand and affixed my [SEAL.] seal of office, this 31st day of May, 1827.

ROBERT OGDEN,
Parish judge and ex officio judge of probates and notary public.

We, the undersigned heirs of the late B. Bynum, deceased, and Mrs. Mary Perkins, deceased, have at various times heretofore, and on this day, examined the administration accounts of John Perkins, our stepfather and guardian, of his administration on said estate, and find the same correctly and satisfactorily stated. May 27th, 1829.

BENJ. S. BYNUM,
MARY C. BYNUM.

Deed from William Collins to John Perkins.

This indenture, made this twenty-sixth day of March, in the year of our Lord one thousand eight hundred and twenty, between William Collins, of the county of Wilkinson, in the State of Mississippi, of the one part, and John Perkins, of the parish of Concordia and State of Louisiana, of the other part, witnesseth: That the said William Col-

lins, for and in consideration of the sum of seven hundred dollars, current money of the United States, to him in hand paid by the said John Perkins before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and from every part and parcel thereof doth hereby acquit, exonerate, and discharge the said John Perkins, his heirs, executors, and administrators; he, the said William Collins, hath granted, bargained, sold, aliened, enfeoffed, and confirmed, and by these presents doth grant, bargain, sell, alien, enfeoff, and confirm, unto the said John Perkins, his heirs and assigns, all that piece, parcel, or tract of land, situate, lying, and being on the waters of the Tensaw, in the county of Concordia, State of Louisiana, being the same piece, parcel, or tract of land originally surveyed under the authority of the Spanish government, for and in the name of Ezekiel Loe, and since confirmed to him by an act of Congress, passed the twenty-ninth day of April, eighteen hundred and sixteen, as will more fully and satisfactory appear by reference to the records of the land office in Opelousas, and to the certificate of Levin Wailes, register of said office, dated the third day [of] November, eighteen hundred and seventeen, containing five hundred arpents, be the same more or less; which said piece, parcel, or tract of land was conveyed or transferred by the said Ezekiel Loe to the said William Collins, the execution of which assignment, transfer, or conveyance, was regularly proven before the parish judge of the parish of Concordia, on the thirtieth day of December, in the year of our Lord one thousand eight hundred and nineteen, as appears by a notarial certificate of said parish judge, under the seal of his said office; together with all and singular the buildings, improvements, woods, ways, waters, water-courses, rights, liberties, privileges, hereditaments, and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof, and all the estate, right, title, and interest whatsoever of him, the said William Collins, at law and in equity, of, in, to, and out of the said piece, parcel, or tract of land and premises hereby bargained and sold, or meant, mentioned, or intended hereby so to be, and every part and parcel thereof. To have and to hold the said tract, piece, or parcel of land so as aforesaid described, together with the buildings and appurtenances, and all and singular other the premises hereby bargained and sold, or meant, mentioned, or intended so to be, and every part and parcel thereof, with their and every of their appurtenances, unto the said John Perkins, his heirs and assigns, forever, and to and for no other use, intent, or purpose whatsoever; and the said William Collins, for himself, his heirs, executors, and administrators, doth hereby covenant, grant, promise, and agree, to and with the said John Perkins, his heirs, executors, administrators, or assigns, that he, the said William Collins, and his heirs, the said piece, parcel, or tract of land and premises hereby granted, bargained, and sold, and every part and parcel thereof, with the appurtenances thereunto belonging, to him, the said John Perkins, his heirs and assigns, against him, the said William Collins, and his heirs, and against him, the said Ezekiel Loe, and his heirs, and against

all and every person or persons whatsoever claiming, or to claim, by, through, or under them, or either of them, any right, title, interest, claim, or demand, in and to the same, or any part or parcel thereof, shall and will hereafter warrant and forever defend by these presents.

In witness whereof the said William Collins hath hereunto set his hand and seal the day and year first above written, and also the said John Perkins at the same time, by these presents accepting.

WILLIAM COLLINS. [SEAL.]

Signed, sealed, and delivered, in the presence of—
THOS. C. COIT,
JAMES E. HART.

THE STATE OF LOUISIANA, *parish of Concordia:*

Be it remembered, that on the day of the date hereof personally appeared before me, the undersigned judge in and for the parish aforesaid, the above named William Collins, and acknowledged the foregoing instrument of writing to be his free and voluntary act and deed for the purposes therein expressed and contained, and desired the same to be recorded as such.

Given under my hand this eighth day of May, in the year of our Lord one thousand eight hundred and twenty.

EDW'D BROUGHTON,
Judge of the parish of Concordia.

STATE OF LOUISIANA, *parish of Concordia:*

Recorded in book C, pages 370, 371, and 372.

In testimony whereof I have hereunto set my hand and affixed my seal of office, this eighth day of May, in the year of our Lord [SEAL.] one thousand eight hundred and twenty.

EDW'D BROUGHTON,
Judge of the parish of Concordia.

Deed from Samuel Gustine to John Perkins.

Know all men by these presents, that I, Samuel Gustine, of the city of Natchez and State of Mississippi, for and in consideration of the sum of fifty-three dollars and twenty-four cents, to me in hand paid by John Perkins, of the parish of Concordia and State of Louisiana, the receipt whereof is hereby acknowledged, and am therewith fully satisfied, have granted, bargained, and sold, and do by these presents grant, bargain, sell, and confirm, unto him, the said John Perkins, his heirs and assigns, forever, all my right, title, interest, claim, and demand, in and to a certain piece, parcel, or tract of land, situated, lying, and being in the parish and State aforesaid, on Palmyra bayou or Lake Vidal, at the head of Somerset bayou, about five miles from the Mississippi, being the same piece, parcel, or tract of land returned by the appraisers of the year eighteen hundred and fourteen, in the name and as the property of Isaac House, for the taxes due on the said land for the year last aforesaid; and also being the same piece, parcel, or tract of land sold by

William Willis, sheriff and collector of taxes for said parish for the year aforesaid, at public sale at the court-house of said parish, on the fourteenth day of January, in the year of our Lord one thousand eight hundred and fifteen, as will more fully and satisfactory appear by reference to the conveyance on record from William Willis, sheriff and collector as aforesaid, to the said Samuel Gustine, in book C, pages 57 and 58. The said premises before mentioned and described being sold and conveyed by the said Samuel Gustine to the said John Perkins, by virtue of these presents, and in due form hereby accepted.

In witness whereof the parties aforesaid have hereunto set their hands and seals, the second day of December, in the year of our Lord one thousand eight hundred and nineteen.

SAM'L GUSTINE, [SEAL.]
JNO. PERKINS. [SEAL.]

Signed, sealed, and delivered, in the presence of—
LEM'L P. GUSTINE,
WM. MOORE.

It is hereby agreed and well understood, by and between the parties above, that nothing in the above bargain and sale shall be so construed as to hold the grantor bound for more than a common simple quit claim of his right and title to the premises above described.

Given under our hands this second day of December, in the year of our Lord one thousand eight hundred and nineteen.

SAM'L GUSTINE, [SEAL.]
JNO. PERKINS. [SEAL.]

Done in the presence of—
LEM'L P. GUSTINE,
WM. MOORE.

THE STATE OF LOUISIANA, *parish of Concordia:*

Be it remembered, that on the day of the date hereof, personally, before the undersigned, judge in and for the parish aforesaid, appeared the within named Samuel Gustine, grantor, and John Perkins, acceptor, and acknowledged the within instrument of writing to be their free and voluntary act and deed for the purposes therein mentioned, and desired the same to be recorded as such.

Given under my hand this 11th day of January, A. D. 1821.

EDW'D BROUGHTON,
Judge of the parish of Concordia.

THE STATE OF LOUISIANA, *parish of Concordia:*

Recorded in book C, pages 479 and 480, in my office.

In testimony whereof I have hereunto set my hand, and affixed the seal of my office, this fifteenth day of January, in the year of [SEAL.] our Lord one thousand eight hundred and twenty-one.

EDW'D BROUGHTON,
Judge of the parish of Concordia.

Deed from Gamaliel Pease and wife to John Perkins.

This indenture, made this first day of March, in the year of our Lord one thousand eight hundred and twenty, between Gamaliel Pease and Frances, his wife, of the town of Washington, in the county of Adams, and State of Mississippi, of the one part, and John Perkins, of the parish of Concordia, State of Louisiana, of the other part, witnesseth: That the said Gamaliel Pease, for and in consideration of the sum of three thousand four hundred dollars, current money of the United States, to him in hand paid by the said John Perkins before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and from every part and parcel thereof doth hereby acquit, exonerate, and discharge the said John Perkins, his heirs, executors, and administrators, he, the said Gamaliel Pease and Frances, his wife, hath granted, bargained, sold, aliened, enfeoffed, and confirmed, and by these presents doth grant, bargain, sell, alien, enfeoff, and confirm, unto the said John Perkins, his heirs and assigns, all that certain piece or parcel of land, situate, lying, and being on the waters of the Tensaw, near to and in rear of land owned and cultivated by the said John Perkins, on the river Mississippi, in the parish of Concordia, State of Louisiana, originally surveyed for and in the name of Richard Warner, under the authority of the Spanish Government, by Stephen Justice, deputy surveyor of the then landed district, containing six hundred arpents, be the same more or less; also all that piece or parcel of land adjoining lands above, and surveyed as aforesaid, and under the authority aforesaid, for and in the name of Antonio Carroll, containing six hundred acres, be the same more or less. And also all that piece or parcel of land adjoining lands above surveyed as aforesaid, under the authority aforesaid, for and in the name of Joseph Turo, containing six hundred acres, be the same more or less; all of which said three several tracts of land, situated as aforesaid, were reported to Congress by the commissioners appointed to settle and adjust land claims in the S. W. district, in the State of Louisiana, and confirmed by an act of the same, passed on the twenty-ninth day of April, in the year of our Lord one thousand eight hundred and sixteen, as will more fully and satisfactory appear by the records in the register's office at Opelousas, and by the certificates of Levin Wailes, the register, dated third and fourth of November, one thousand eight hundred and seventeen, and were conveyed or transferred to the said Gamaliel Pease, by the claimants, on the thirtieth day of December, in the year of our Lord one thousand eight hundred and nineteen; the execution of which was regularly proven before the parish judge of the parish of Concordia, on the day and year last aforesaid, as appears by the certificates of said parish judge, under seal of the said office; together with all and singular the buildings and improvements, woods, ways, waters, water-courses, rights, liberties, privileges, hereditaments, and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof, and all the estate, right, title, and interest whatsoever of them, the said Gamaliel Pease and Frances, his

wife, both at law and equity, of, in, to, and out of the said tracts or parcels of land and premises hereby bargained and sold, or meant, mentioned, or intended so to be, and every or any part and parcel thereof.

To have and to hold the said tracts or parcels of land so as aforesaid described, together with the buildings and appurtenances, and all and singular other the premises hereby bargained and sold, or meant, mentioned, or intended hereby so to be, and every part and parcel thereof, with their and every of their appurtenances, unto the said John Perkins, his heirs, and assigns, forever, and to and for no other use, intent, or purpose whatsoever; and the said Gamaliel Pease and Frances, his wife, for themselves, their heirs, executors, and administrators, doth hereby covenant, grant, promise, and agree, to and with the said John Perkins, his heirs, executors, administrators, or assigns, that they, the said Gamaliel Pease and Frances, his wife, and their heirs, the said tracts or parcels of land and premises hereby granted, bargained, and sold, and every part and parcel thereof, with the appurtenances thereunto belonging, to him, the said John Perkins, his heirs, and assigns, against them *them*, the said Gamaliel Pease and wife, and their heirs, and against all and every person or persons whatsoever, claiming or to claim, and against any claim the Government of the United States may have, can have, or may hereafter have, any right, title, or interest in and to the same, or any part or parcel thereof, shall and will hereafter warrant and forever defend by these presents.

In testimony whereof the said Gamaliel Pease and Frances, his wife, have hereunto set their hands and seals, the day and year above written, and also the said John Perkins at the same time accepting by these presents.

GAMALIEL PEASE, [SEAL.]
FRANCES PEASE, [SEAL.]
JOHN PERKINS. [SEAL.]

Signed, sealed, and delivered in the presence of—before signing and sealing, the word "States" on top line of this page, was interlined.

THOS. FREEMAN,
NATHL. HAMLINE.

THE STATE OF LOUISIANA,
Parish of Concordia:

Be it remembered that, on the day of the date hereof, personally, before the undersigned, judge of the parish aforesaid, appeared the within and foregoing named Gamaliel Pease and Frances Pease, his wife, and acknowledged the foregoing instrument of writing to be their free and voluntary act and deed, for the purpose therein expressed and contained, and desired the same to be recorded as such.

Given under my hand this second day of March, in the year of our Lord one thousand eight hundred and twenty.

EDW. BROUGHTON,
Judge of the Parish of Concordia.

THE STATE OF LOUISIANA, *Parish of Concordia:*

Recorded in book C, pages 319, 320, and 321. In testimony whereof I have hereunto set my hand and affixed my seal of office, this second day of March in the year of our Lord one thousand eight hundred and twenty.

[SEAL.] EDW. BROUGHTON,
Judge of the Parish of Concordia.

Commissioner's certificate of the Bullock tract to John Perkins.

(*B*) *No.* 231.

WESTERN DISTRICT, ORLEANS TERRITORY,
Register No. 228, *Concordia.*

By the commissioners, appointed for the purpose of ascertaining the rights of persons to lands within the district and territory aforesaid, it is hereby certified, that John Perkins, of the county of Concordia, is confirmed in his claim to a tract of land containing eight hundred superficial arpents, equal to six hundred and seventy-seven Americal acres, founded on a requette in favor of Stephen Bullock, bearing date the 6th day of July, 1803, and sanctioned by J. Vidal, then commandant of the post of Concordia, and also on the plat of survey by Peter Walker, an authorized surveyor under the Spanish Government, situate in the county of Concordia, on the right bank of the Mississippi river, and bounded on all sides by vacant lands at the time of the original survey; gives so much front on the river as, with the depth of forty arpents, (the side lines being parallel) will include the above mentioned quantity; to have such form and marks, natural and artificial, as shall be represented in a plat thereof to be returned by the principal deputy surveyor of the said district.

Wherefore, agreeably to the provisions of an act of Congress, passed the third day of March, 1807, entitled an "act respecting the claims to land in the territories of Orleans and Louisiana," the claimant is entitled to a patent from the United States for the above described tract of land, or so much thereof as is not rightfully claimed by any other person, unless the same shall be found to include either a lead mine or salt spring.

This certificate being filed with the register of the land office for the said district within twelve months from the date hereof, shall entitle the claimant to the certificate of the said register, on which a patent shall issue.

Given under our hands at Opelousas Church, this 3d day of May, in the year one thousand eight hundred and eleven, and in the thirty-fifth year of the independence of United States.

WM. GARRARD,
LEVIN WAILES,
GIDEON FITZ,
Commissioners.

Attest: JOHN THOMPSON,
Clerk of the Board.

Pursuant to an order from the surveyor of the lands of the United States, south of the State of Tennessee, and in conformity with a certificate B, No. 231, from the board of commissioners of the western district, Orleans territory, I have surveyed for John Perkins a tract of land on the waters of the Mississippi, being No. , in township No. , range No. , and bounded as follows: Beginning at a post, thence up the river, north sixteen degrees and fifteen minutes east, fifty-nine chains and sixty (60) links, to a post; thence, south eighty-three degrees and forty-five minutes west, one hundred and sixteen chains and thirty-six links, to a post; thence, south sixteen degrees and fifteen minutes east, fifty-nine chains and sixty links, to a post; thence, north eighty-three degrees and forty-five minutes east, one hundred and sixteen chains and thirty-six links, to the place of beginning; containing 673 acres, and hundredths of an acre, and having such shape, form, and marks, natural and artificial, as are represented in the above plat, the 20th day of May, 1812.

GAB. WINTER, *Deputy Surveyor*.

Examined: THOMAS FREEMAN, *Surveyor U. S.*

STATE OF LOUISIANA, *Parish of Concordia:*

I, George C. McWhorter, parish judge in and for the parish of Concordia, do hereby certify, that the above confirmation and certificate of survey of lands, belonging to John Perkins, is a true copy from the original that was on file in the case of Mary B. Eskridge vs. John Perkins; said original being numbered on the back No. 15, and marked with the letter L.

In testimony whereof I have hereunto set my hand and the seal of my office, this 6th day of April, A. D. 1843.

[SEAL.] GEO. C. McWHORTER, *P. Judge*.

Inventory and appraisement of the estate of Benjamin Bynum, deceased.

A just and faithful inventory of all and singular the goods and chattels, lands and tenements, rights and credits, which belonged to Benjamin Bynum, within the parish of Concordia, State .

One bed	$18 00
One mattress	8 00
One bolster	3 00
Two sheets	4 00
Two blankets	6 00
One quilt	6 00
One musquito bar	8 00
One ditto	10 00
Three ditto	20 00
One bed, bolster, and pillows	25 00
One mattress	10 00

Inventory—Continued.

Fifteen sheets belonging to bedding	$38 00
Six blankets	27 00
Seven counterpanes	35 00
Three mattresses and two blankets	26 00
One bed and furniture	37 00
Three trunks	7 00
One looking glass	1 00
One barrel or keg of tar	5 00
One chest	1 50
Four tables	8 00
Ten chairs	5 00
Two doz. plates	2 00
One and one half doz. cups and saucers	1 37½
Amount brought forward and inventory continued.	
Two tea pots	0 75
Four bowls	0 50
Two pepper boxes	0 50
Two salt stands, two milk pots, six tumblers, three dishes	2 12½
Two tea pots, one coffee pot, two sugar dishes, two candlesticks, and 13 old books	7 62½
Eighteen pots, ovens, &c.	18 00
Twenty-two farming hoes	11 00
Ten plough hoes	10 87½
Six spinning wheels	18 00
Two bridles	2 50
Two pair smoothing irons	6 00
One doz. knives and forks	2 00
Carpenters' tools, axes, harness, &c.	0 75
Waggon, &c.	100 00
Four thousand pounds of bacon	400 00
Hogs' lard, &c.	21 00
One hundred and fifty bushels corn	75 00
Seventy-five bushels peas	37 00
Three stone jugs	3 00
Eight mules	400 00
Three horses	180 00
Stock of cattle in the woods, supposed to be 65 head	325 00
Amount brought forward and inventory continued	$1,622 95
Stock of hogs in the woods, supposed to be 50 head	30 00
Poultry yard	25 00
Five bales damaged cotton	250 00
One negro man, named Will, about 38 years of age	800 00
One ditto woman, named Lucy, about 36 years of age	400 00
One ditto man, named Parker, about 20 years of age	600 00

Inventory—Continued.

One negro boy, named Claiborne, about 11 years of age -	$350 00
One ditto ditto named James, about 7 years of age -	200 00
One ditto girl, named Suckey, about 17 ditto -	400 00
One ditto ditto named Judy, about 14 ditto -	350 00
One ditto ditto named Jane, about 9 ditto -	200 00
One ditto ditto named Elinor, about 3 ditto -	150 00
One negro man, named Daniel, about 38 years of age -	300 00
One ditto woman, named Cloe, about 35 years of age	400 00
One ditto boy, named Daniel, about 5 ditto -	250 00
One ditto ditto child, named Miles, one ditto -	90 00
One ditto girl, Jude, about 14 ditto - -	350 00
One ditto wench, named Diner, 21 ditto - -	400 00
One ditto girl, named Rose, about 5 ditto - -	150 00
One ditto child, named Eliza, about one ditto -	80 00
One ditto man, named Simon, about 40 ditto -	600 00
One ditto woman, named Juno, about 22 years of age	400 00
One ditto boy, named Jack, about 4 years of age -	200 00
One ditto girl, named Hannah, about 10 years of age	200 00
One negro girl, named Sally, about 8 years of age -	175 00
One ditto ditto named Rachel, about 2 years of age	80 00
One ditto man, named Mezumbo, about 37 years of age	500 00
One ditto woman, named Sally, about 27 years of age	400 00
One ditto boy, named Abram, about 6 years of age -	200 00
One ditto girl, named Polly, about 4 years of age -	150 00
One ditto ditto named Chaney, about 2 years of age	80 00
One ditto man, named Frank, about 37 years of age -	500 00
Inventory continued, and amount brought forward.	
One negro woman, Mariah, about 27 years of age -	400 00
One ditto boy, named Alexander, about 3 years of age	150 00
One ditto child, named Anderson, about one year of age	80 00
One ditto woman, named Milley, about 25 years of age	400 00
One ditto boy, named Edward, about 5 years of age -	200 00
One negro child, named Samuel, about six months old -	50 00
One ditto woman, named Sarah, about 65 years of age	100 00
One ditto man, named Peter, about 21 years of age -	600 00
One ditto girl, named Nelly, about 18 years of age -	400 00
One ditto man, named Nace, about 40 years of age -	550 00
One ditto woman, named Sarah, about 35 years of age	450 00
One ditto man, named Cook, about 40 years of age -	550 00
One ditto man, Jacob, about 27 years of age -	600 00
One ditto named Wheeler, about 25 years of age -	600 00
One ditto named Lewis, about 22 years of age -	600 00
One ditto named William, about 21 years of age -	600 00
One negro, named Zanga, about 27 years of age -	300 00

Inventory—Continued.

1,000 arpents of land, with all and singular its appurtenances, situated on Lake Concordia - - -	$4,000 00
Cash, one thousand dollars - - - -	1,000 00
Small claim, on open account, against Daniel Clifton for	50 00
Ditto against Francis A. Bynum, note - -	300 00
Ditto against Robert Moore, open account - -	10 00

THE STATE OF LOUISIANA, *Parish of Concordia:*

I, John Perkins, judge in and for the parish aforesaid, certify, that the foregoing contains a true and correct inventory of all and singular the goods and chattels, lands and tenements, rights and credits, which belong to the late Benjamin Bynum, of the parish aforesaid, at his decease, which hath been shown to me, or otherwise come to my knowledge; and that the same was taken in due form, under the provisions of the law in such case made and provided.

Given under my hand this eighth day of February, A. D. 1816.

JOHN PERKINS, *J. P. C.*

THE STATE OF LOUISIANA, *Parish of Concordia:*

We, the undersigned, duly appointed and sworn appraisers to appraise and value all and singular the goods and chattels, lands and tenements, which belonged to the late Benjamin Bynum, of said parish, at his decease, do certify, that the foregoing sums annexed to the items contained in the foregoing inventory is a true and correct appraisement and valuation of the same, to the best of our knowledge and judgment, and that the inventory contains all the property of said deceased which hath been shown to us, or otherwise come to our knowledge.

Given under our hands, this 8th day of February, 1816.

SAMUEL THORNBERRY,
CHARLES RIVES,
Appraisers.

Inventory of the estate of Mrs. Mary Perkins, deceased.

STATE OF LOUISIANA, *Parish of Concordia, ss:*

Be it remembered, that, on this second day of March, in the year of our Lord one thousand eight hundred and twenty-seven, at Somerset plantation, the residence of the honorable John Perkins, in the parish aforesaid, upon his petition setting forth that he is about to present a final administration account of the estate in his hands, of Mrs. Mary Perkins, deceased, within the parish aforesaid, and to cause legal proceedings to be had, to effect a judicial partition of the said estate among the heirs of the said deceased, I, Robert Ogden, judge of the parish aforesaid, ex officio judge of probates in and for said parish, proceeded

to cause an inventory and appraisement to be made of the estate of the said deceased; and for this purpose, I appointed and authorized Joseph Smith, esq., and James Noulen, freeholders and residents of the said parish, appraisers to appraise and set a value on all and singular the said estate, who took and subscribed before me the oath by law in such case prescribed; and the following is a just and true inventory and appraisement of all and singular the immoveable and moveable estate of the said deceased, within the parish aforesaid, as far as the same were shown to us, or otherwise, after diligent inquiry, came to our knowledge, viz:

1	The negro man Cook - - aged 55 years - - - valued at		$200 00
2	" woman Lucy, his wife, " 40 " - - - "		250 00
3	" " Rose - " 22 " - - - "		400 00
4	" " Selina - " 20 " - - - "		400 00
5	" boy Jack - - " 16 " children of Cook - "		350 00
6	" girl Susey - - " 14 " and Lucy - - "		300 00
7	" boy Jim - - " 12 " - - - "		300 00
8	" " Peter - - " 10 " - - - "		300 00
9	" man Caleb - - " 24 " - - - "		500 00
10	" woman Abbey - " 35 " - - - "		350 00
11	" man George - " 17 " - - - "		400 00
12	" woman Rose - " 24 " - - - "		400 00
13	" Ephraim - - " 4 " children of Rose "		200 00
14	" Fanny - - " 2½ " do do "		150 00
15	" Caroline - - " 6 mos. do do "		50 00
16	" man Big Abraham - " 21 years - - - "		200 00
17	" woman Judah - " 26 " - - - "		300 00
18	" " Black Maria " 22 " - - - "		400 00
19	" " Yellow Maria " 30 " - - - "		400 00
20	" man African John " 34 " - - - "		25 00
21	" " Sam - - " 19 " - - - "		400 00
	2 mules, valued at - - - - - - - "		50 00
	Amounting to six thousand three hundred and twenty-five dollars.		$6325 00

In testimony whereof we, the said appraisers, have hereunto subscribed our names, the day and year, and at the place aforesaid, in presence of the undersigned witnesses and the said judge.

JOSEPH SMITH,
JAMES NOULEN,
Appraisers.

Witnesses present:
E. JENNER SMITH,
MOSES MUNHOLLAND.

Before me,

ROBERT OGDEN,
Parish judge, &c.

Supplemental.

And the said James Noulen, appraiser as aforesaid, and sworn as aforesaid, being called to appraise the negro boy Arthur, belonging to the same estate, and omitted in the inventory aforesaid by reason of his being absent at the time of taking it in the State of Mississippi, doth

declare and say, to the best of his knowledge and judgment, that the said negro is worth two hundred and fifty dollars.

JAMES NOULEN.

I concur in the above. JOSEPH SMITH.

Witnesses present:
ANSON STANBROUGH,
MARTIN W. EWING.

Before me, ROBERT OGDEN,
Parish judge, &c.

STATE OF LOUISIANA,
Parish of Concordia, ss:

I do certify the above and foregoing to be a true and correct copy from the original inventory of the estate of Mrs. Mary Perkins, on file and of record in my office.

In testimony whereof I have hereunto set my hand, and affixed the seal of my office at Vidalia, this 2d day of January, A. D. 1839. [SEAL.] G. W. KEATON, *P. judge.*

Deed from Elihu Hall Bay to John Perkins.

This indenture, made the twenty-fifth day of January, in the year of our Lord one thousand eight hundred and nineteen, between Elihu Hall Bay, of the city of Charleston, in the State of South Carolina, by Edward Turner, of the city of Natchez, of the State of Mississippi, his attorney in fact, of the one part, and John Perkins, of said city and State last mentioned, of the other part, witnesseth: That the said party of the first part, for and in consideration of the sum of five thousand dollars, to him in hand paid by the said party of the second part at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the second part, his heirs, executors, and administrators forever released and discharged therefrom by these presents, hath granted, bargained, sold, conveyed, and confirmed, and by these presents doth grant, bargain, sell, convey, and confirm, unto the said party of the second part, his heirs and assigns, forever, all the two following tracts of land, (being parts and parcels of a tract of twenty thousand acres on the Bayou Pierre, in the State of Mississippi, which was originally granted to Thadeus Lyman, by Governor Chester, under the great seal of West Florida, in pursuance of a mandamus from the King of Great Britain, in favor of General Phineas Lyman, father of the said Thadeus,) to wit: one tract, containing one thousand and fifty acres, situated and bounded on the southeasterly line of said Mandamus, and about two miles above the lower line, including the junction of the north and south forks of Bayou Pierre, being lot number seven, as represented on a plot of said Mandamus tract, annexed to a deed of conveyance from Thadeus Lyman, as will more fully appear, reference being thereto had; also all that certain other tract of one thousand and fifty acres, adjoining and bounding on the northwesterly line of said Mandamus tract, towards the Big Black river, situ-

ated about two miles above the lower line thereof, and nearly opposite to, or in a parallel direction across, the Mandamus tract, from the tract No. 7 above described, conveyed by said Thadeus to Alexander McCullough, now deceased, whose heir at law and nephew, Alexander McCullough, conveyed the same to the said Elihu Hall Bay, being lot No. 8, on said plot; all which will more fully appear, reference being had to said plot and conveyance, as recorded in the register's office in the town of Washington. Together with all and singular the appurtenances, hereditaments, privileges and advantages whatsoever, unto the above described premises belonging, or in any wise appertaining; and also all the estate, right, title, interest, property, and claim, whatsoever, either at law or in equity, of him, the said party of the first part, of, in, or to the same. To have and to hold the above granted, bargained, and described premises, with the appurtenances, unto the said party of the second part, his heirs and assigns, forever. And the said party of the first part, for himself, his heirs, executors, and administrators, doth covenant, grant, promise, and agree, to and with the said party of the second part, his heirs and assigns, that he, the said party of the first part, and his heirs, the above mentioned and described premises, and every part thereof, with the appurtenances, unto the said party of the second part, his heirs and assigns, against the said party of the first part and his heirs, and against all and every other person or persons lawfully claiming or to claim, by, from, or under him, them, or any of them, shall and will warrant, and by these presents forever defend.

In witness whereof the said party of the first part hath hereunto set his hand and seal the day and year first above written.

ELIHU HALL BAY, [SEAL.]
By EDWARD TURNER, [SEAL.]
His attorney.

Signed, sealed, and delivered, in presence of—
HENRY HANNA,
HOWEL W. RUNNELS.

STATE OF MISSISSIPPI, *Adams county, ss:*

Be it known, that on the 26th day of January, 1819, personally, before the undersigned, one of the judges of the supreme and superior courts of the State aforesaid, appeared Edward Turner, who acknowledged that on the 25th day of January, 1819, he, as the attorney in fact of Elihu Hall Bay, signed, sealed, and delivered the within deed to John Perkins.

Given under my hand and seal the day and year above.

J. G. CLARKE. [SEAL.]

I certify that this deed was received into my office the 30th of January, 1819, and, together with the probate thereof, is truly recorded in No. 6, book F, page 51.

P. A. VANDORN, *Cl'k.*

Mortgage from John Perkins to E. H. Bay.

This indenture, made the twenty-fifth day of January, in the year of our Lord one thousand eight hundred and nineteen, between John Perkins, at present of the city of Natchez, in the State of Mississippi, of the one part, and Elihu Hall Bay, of the city of Charleston, in the State of South Carolina, of the other part: Whereas, the said John, by his four several notes of hand, bearing even date with this indenture, stands bound unto the said Elihu in the sum of four thousand dollars, current money, to wit: each note for one thousand dollars; the first, payable the 25th January, 1820; the second, payable the 25th January, 1821; the third, payable the 25th January, 1822; and the fourth, payable the 25th January, 1823, as by the said notes may more fully appear. Now this indenture witnesseth, that the said John, in consideration of the said debt or sum of four thousand dollars, owing to the said Elihu as aforesaid, and for the better securing the payment thereof to the said Elihu, his executors, administrators, or assigns, according to the tenor of said notes of hand, and also in consideration of the further sum of five dollars, current money of the United States, to him, the said John, by the said Elihu, in hand well and truly paid at or before the sealing and delivery of these presents, the receipt whereof the said John doth hereby acknowledge, hath granted, bargained, sold, released, and confirmed, and by these presents doth grant, bargain, sell, release, and confirm, unto the said Elihu, and to his heirs and assigns, all those two tracts of land, containing one thousand and fifty acres each—one lying on the Bayou Pierre, and the other lying on the waters of Big Black river, in Claiborne county, State of Mississippi; said tracts of land being parts of a tract of twenty thousand acres granted by the British Government of West Florida to Thadeus Lyman; which tracts of land, hereby conveyed, were regularly conveyed to said Elihu, and by him conveyed to said John, by deed indented bearing even date with this indenture. To have and to hold the said tracts of land, and every part and parcel thereof, with the appurtenances thereunto belonging, unto the said Elihu, his heirs and assigns, to the only proper use and behoof of the said Elihu, his heirs and assigns, forever: provided, always, and it is the true intent and meaning of these presents, and of the parties hereunto, that if the said John, his heirs, executors, or administrators, do, and shall well and truly pay, or cause to be paid, unto the said Elihu, his heirs, executors, administrators, or assigns, the said sum of one thousand dollars, on the 25th January, 1820, one thousand dollars on the 25th January, 1821, one thousand dollars on the first day of January, 1822, and one thousand dollars on the first day of January, 1823, according to the tenor and effect of the above in part recited notes of hand, without any deduction or abatement whatsoever, then and from thenceforth these presents, and every matter and thing therein contained shall cease, and be utterly null and void, any thing herein contained, to the contrary thereof in anywise notwithstanding: and it is covenanted and agreed upon, by and between both the said parties to

this agreement and indenture, and it is hereby declared to be the true intent and meaning hereof, and of the parties hereunto, that until default shall be made in payment of the said several sums of money, or one, or any one of them, according to the time limited for the payment thereof, respectively, it shall and may be lawful, to and for the said John, his heirs and assigns, peaceably and quietly to have, hold, occupy, possess, and enjoy all and singular the said premises above granted and released, and every part thereof, with the appurtenances, and to have, receive, and take the rents, issues, and profits thereof, to his and their own particular use and benefit, any thing herein contained to the contrary thereof in anywise notwithstanding.

In witness whereof the said John hath hereunto set his hand and seal the day and year first above written.

[SEAL.]

Signed, sealed, and delivered in presence of—
HOWEL W. RUNNELS,
HENRY HANNA.

STATE OF MISSISSIPPI,
Adams county, ss:

Before the undersigned, one of the judges of the supreme court, and judge in and for the first judicial district, personally appeared John Perkins, the within mortgagor, and acknowledged that he signed, sealed, and delivered the within deed, for the purposes therein mentioned.

Given under my hand and seal, this 26th January, 1819.

J. G. CLARKE. [SEAL.]

CLAIBORNE COUNTY, *ss:*

I, Peter A. Vandorn, clerk of the county court of said county, certify that this deed was filed in my office on the 8th day of March, 1819, and is, with the acknowledgment, truly recorded in book F, No. 6, in page 4, &c.

P. A. VANDORN, *Clerk.*

CLAIBORNE COUNTY, *ss:*

I, Peter A. Vandorn, clerk of the county court of said county, do certify, that Edward Turner hath the day of the date hereof entered on the margin of the record of a conveyance, by way of mortgage from John Perkins to Elihu Hall Bay, recorded in my office, the following entry, to wit: "Received the first instalment, being one thousand dollars, mentioned in the condition of this mortgage.

(Signed,) E. TURNER, *Att'y E. H. Bay.*"

In witness whereof I have hereunto set my hand and seal of office, 17th March, 1820.

[SEAL.]

P. A. VANDORN, *Clerk.*

I have received of John Perkins, esq., one thousand dollars, in payment of his note to Elihu Hall Bay for that sum, dated 25th January, 1819, payable the 25th January, 1820, being the amount of the second instalment for a tract of land sold by said Bay to said Perkins—that is

the first payment having been made at the time of sale and conveyance, the payment now made is considered the second instalment, but is the first named in the mortgage referred to in the annexed certificate ; and I do covenant with the said Perkins, that I have full power and authority, as the attorney of said Bay, to receive and receipt for said money.

Given under my hand, this second day of May, eighteen hundred and twenty.

E. TURNER,
Atto. in fact of Elihu Hall Bay.

Valuation of Harriett's negroes to her brother, B. S. Bynum.

Negroes belonging to one of the minor heirs of the late B. Bynum, deceased, to wit, Harriet Bynum.

1. Alexander,	14 years of age.		
2. Chaney,	12 "	"	
3. Celina,	20 "	"	
4. Rose,	22 "	"	
5. Billie,	33 "	"	
6. Sukey,	33 "	"	
7. David,	9 "	"	
8. Moses,	7 "	"	
9. Lucy,	5 "	"	One family.
10. Elenor,	3 "	"	
11. Leah,	1 "	"	
12. Milley,	37 "	"	
13. Abram,	16 "	"	
14. Paker,	3 "	"	
15. Lucy,	5 "	"	
16. Parker,	33 "	"	

We, the undersigned, inhabitants of the parish of Concordia, having been called upon, at the instance of her guardian, to value the hire of the above negroes to her brother, Benjamin S. Bynum, for the present year, eighteen hundred and twenty-nine, have fixed their value at five hundred dollars.

Given under our hands, this eighth day of May, 1829.

JOSEPH SMITH,
JAMES NOULEN.

STATE OF LOUISIANA,
Parish of Concordia:

I hereby certify the within and aforegoing instrument was truly and faithfully taken and copied from the original as now remaining on file in my office.

In testimony whereof I have hereunto set my hand, and the seal of my office, at Vidalia, this 18th February, 1838.

G. W. KEETON, *P. Judge.*

Process verbal of sale of Jonathan Thompson's estate.

THE STATE OF LOUISIANA, *Parish of Concordia:*

Be it remembered, that on this day, the twenty-second of February, in the year of our Lord one thousand eight hundred and twenty-five, I, Edward Broughton, parish judge in and for the parish aforesaid, did proceed, pursuant to an order of court of probates of said parish, and, &c., previous legal advertisement, in front of the court-house, in the town of Vidalia, to sell at public auction, to the highest and best bidder, all the landed property belonging to the estate and succession of the late Jonathan Thompson, deceased, situate in different parts of said parish, consisting of nineteen distinct tracts of land, containing about 12,000 acres, and having fixed, published, and declared the terms and conditions of sale as follows, to wit:

Terms and conditions of sale.

A credit of one and two years will be given, with the exception of six per cent. on the purchase money, which will be required in hand. The purchaser executing bond with approved security, and a mortgage on the property to secure the payment of the purchase money. I opened the sale of said lands at 11 o'clock, A. M., of said day, Samuel Davis, esq., curator of said estate, thereunto assenting, as follows:

Description of land.	Purchasers' name.	Amount.
A tract of land "*of land*" on Lake St Peter, containing 378 $\frac{13}{100}$ arpens, as per certificate B, No. 1823, dated Mar. 15, 1811, offered and adjudged to John Routh -	John Routh, for -	$253
A tract of land, five or six miles above Fort Adams, containing 450 arpens, as per certificate B, No. 192, dated May 16, 1811, offered and adjudged to - - - -	John P. McNeill	175
A tract of land, 10 miles below Vidalia, as per certificate B, No. 119, dated April 28, 1821, containing 640 acres, offered and adjudged to - - - - - -	Robert Houghton	450
A tract of land, 9 miles below Concordia, as per certificate B, No. , dated January 8, 1823, containing 800 arpens, offered and adjudged to - - - - - -	P. M. Lapice -	1665
A tract of land, 23 miles above Concordia, containing 640 arpens, as per certificate, No. 194, B, offered and adjudged to -	John P. McNeill	930
A tract of land, 3 miles above Fort Adams, as per certificate BB, No. 227, containing 800 arpens, offered and adjudged to	P. M. Lapice -	267

Description of land.	Purchasers' name.	Amount.
A tract of land on Lake St. John, as per certificate B, No. 166, containing 800 arpens, offered and adjudged to - -	John P. McNeill	$270
A tract of land, as per certificate B, No. 238, containing 800 arpens, adjoining G. Overaker below, and Luke Whiting above, offered and adjudged to - - -	John P. McNeill	480
A tract of land, as per certificate B, No. 307, containing 800 arpens, opposite Bruinsburg, offered and adjudged to - -	P. M. Lapice -	460
A tract of land on Lake St. Peter, as per receipt No. 280, containing 800 arpens, offered and adjudged to - - -	John Routh, for -	280
A tract of land on Lake Concordia, containing 400 arpens, as per receipt No. 78, offered and adjudged to - - -	P. M. Lapice -	250
A tract of land on Lake St. Peter, containing 2000 acres, as per receipt No. 594, offered and adjudicated to - -	John Routh -	667
A tract of land on Lake St. Peter, containing 400 arpens, offered and adjudged to - - - - - - - -	John Routh -	80
A tract of land, containing 588 acres, 20 miles below Concordia, as per certificate B, No. 117, offered and adjudged to -	P. M. Lapice -	370
A tract of land on Lake Concordia, containing 260 acres, as per certificate B, No 299, offered and adjudged to - - - -	P. M. Lapice -	180
A tract of land on Lake St. John, containing 800 arpens, offered and adjudged to	Elijah Smith -	67
A tract of land, below Concordia, as per certificate B, No. 116, offered and adjudged to - - - - - - - -	John P. McNeill	210
A tract of land, 8 or 10 miles below Palmyra, containing 640 acres, offered and adjudged to - - - - - -	Elijah Smith -	110
A tract of land on Lake Concordia, containing 583 arpens, per receipt No. 791, offered and adjudged to - - - - -	P. M. Lapice -	300
		$7464

Having completed the sale of said lands, amounting to seven thousand four hundred and sixty-four dollars, we closed the same at five o'clock, P. M., of said day.

In testimony whereof, we, the said parish judge and curator aforesaid, have hereunto set our hands in presence of the subscribing witnesses.

EDWARD BROUGHTON, *Parish Judge.*
SAMUEL DAVIS, *Curator.*

Witness—THOMAS COMMONS.

STATE OF LOUISIANA, *parish of Concordia:*

I, Walter Byrnes, deputy clerk of the probate court in and for said parish, being duly authorized by law to certify all notarial acts, &c., on file and of record in the office of the parish judge of said parish, do hereby certify the within and foregoing to be a true copy from the record of the original act in the office of the parish judge of said parish.

Witness my hand and the seal of said office, this 19th November, 1841.

[SEAL.]

W. BYRNES, *Deputy Clerk, Court of probates.*

Inventory of the property of Harriet Bynum, in Claiborne county, rendered by John Perkins.

A list or return of property in Claiborne county, Mississippi, belonging to my step-daughter, Miss Harriet J. Bynum, to wit:

An undivided half of Long Branch plantation, late her brother's, now, deceased, containing 934 acres, more or less, improved with cabins, gin, &c. An interest, to the extent of two-thirds, in the following negroes, to wit:

1. Negro woman Betty and child, infant, aged about	35 years	$500
3. Simon	55 years	350
4. Juno	35 years	300
5. Rachel	17 years	425
6. Little Simon	13 years	400
7. Betsey	12 years	400
8. Jacob	8 years	250
9. Hagar	2 years	150
10. Rose, Peter's wife	30 years	425
11. Ephraim	9 years	250
12. Fanny	6 years	200
13. Caroline	4 years	150
14. Harriet	2 years	100
15. Sarah, infant	5 mo.	60
16. Big Jim	21 years	550
17. Sally	25 years	425
Continued over—Continued from the other side:		
18. Dinah Rose	18 years	425
19. Charles	6 years	75
One-half of the following four negroes, to wit:		
Cook, Lucy, Jack, and Jim	-	1000

The following negroes, late her father's and mother's, (whose estates have been finally settled in Louisiana, and under the laws of that State put in her possession,) now in this county, and represented to this court, to wit:

Billie, aged	33 years	$300
Suckey, his wife	33 years	400
David	9 years	300
Moses	7 years	250
Lucy	5 years	200
Eleanor	3 years	150
Leah	1 year	100
Parker, junior	3 years	150
Parker, senior	33 years	500
Alexander	14 years	350
Celina	20 years	400
Rose	22 years	400

In some exchange of the Louisiana property with Mr. Ewing, for his interest in her deceased brother's estate, (at least negroes, to accommodate families,) a debt of three hundred and some odd dollars was entered, for which she is supposed bound; also, a debt of about one hundred more in Louisiana.

The above is an exhibit of the real and personal estate of Miss Bynum, a minor under twenty-one years, so far as the same has come to my possession.

JOHN PERKINS.

Sworn to and subscribed before me, this 5th June, 1832.

JOHN ROBERTSON, *J. P.*

Claiborne county, June 5th, 1832. Truly recorded.

WILLIAM DAVIS, *Register*.

THE STATE OF MISSISSIPPI, *county of Claiborne:*

I, Frederick J. Poor, clerk of the probate in and for said county and State, do hereby certify, that the foregoing transcript contains a true and correct copy of a report of John Perkins, as guardian of Harriet J. Bynum, (ward,) to the probate court of said county, June term, A. D. 1832, as the same appears of record in my office.

Given under my hand and seal of office, at Port Gibson, this 2d day of December, A. D. 1844.

FRED'K J. POOR, *Cl'k*. [SEAL.]

STATE OF MISSISSIPPI, *county of Claiborne:*

I, William M. Randolph, judge of the probate court of the county of Claiborne, in the State of Mississippi, do certify, that the foregoing cer-

tificate [and] attestation by Frederick J. Poor, who is clerk of said probate court, are in due form of law.

Given under my hand and seal, this 2d day of December, A. D. 1844.

W. M. RANDOLPH, *Judge, &c.* [SEAL.]

THE STATE OF MISSISSIPPI, *county of Claiborne, ss:*

I, Frederick J. Poor, clerk of the probate court in and for said county, do hereby certify, that William M. Randolph, whose name is subscribed to the foregoing certificate, is, and was at the time of subscribing the same, judge of the probate court in and for the county of Claiborne, State aforesaid, duly commissioned and qualified according to law, and that full faith and credit are due, and ought to be given to all his official acts as such.

Given under my hand and seal of office, at Port Gibson, this 2d day of December, A. D. 1844.

FRED'K J. POOR, *Cl'k.* [SEAL.]

Act of sale of a pew to John Perkins.

Whereas, on the 11th and 14th May, in the year eighteen hundred and twenty, a resolution was passed unanimously, by the trustees of the First Presbyterian church, in the city of Natchez, duly incorporated to sell at public outcry, to the highest bidder, on the fifteenth day of the said month, certain pews in the said church, subject forever to an annual tax, payable semi-annually, such as the said trustees, or their successors, might find necessary to maintain the ministry in said church; and whereas the committee appointed and authorized by said trustees did, on the said day, in conformity to the said resolution, set up the pew, No. thirty, to public outcry, and it was knocked off to John Perkins for the sum of three hundred dollars, payable in twelve months from the day of sale.

Now, this indenture witnesseth, that the said trustees, in their corporate capacity, for and in consideration of the sum of three hundred dollars, duly paid by the said John Perkins, the receipt whereof is hereby acknowledged, have bargained, sold, aliened, and confirmed, and by these presents do bargain, sell, alien, and confirm, unto him, the said John Perkins, his heirs and assigns, forever, said pew number thirty, in said church: To have and to hold the said pew to his and their only use, benefit, and behoof, with all the privileges thereunto belonging or appertaining; subject, nevertheless, to such annual tax, payable semi-annually, as the said trustees, or their successors in office, may deem necessary to maintain the ministry of the gospel in *in* said church; and, furthermore, the said tax shall forever be a lien on said pew, and shall, if not duly paid within two months after the same shall have become due, authorize the said trustees, or their successors in office, to set up the said pew at auction, and rent the same to the highest bidder, until the rent due is fully paid.

In witness whereof the president of the said trustees, in behalf of the board, hath hereunto set his hand, and affixed his seal, at Natchez

aforesaid, the fifteenth day of May, in the year of our Lord eighteen hundred and twenty-one.

JOHN HENDERSON, *Pres't.* [SEAL.]

Signed, sealed, and delivered in presence of—
THOMAS HENDERSON,
AMBROSE J. WHITE.

STATE OF MISSISSIPPI, *Adams county, ss:*

Personally appeared before me, Elijah Smith, a justice of quorum in and for said county, Henderson, one of the subscribing witnesses to the within deed, and made oath that he saw John Henderson, the within named grantor, sign, seal, and deliver the within deed to John Perkins, for the uses and purposes therein mentioned; and that he, the said Thomas Henderson, together with Ambrose J. White, subscribed their names as witnesses thereto.

Given under my hand and seal, 4th day of June, 1821.

ELIJAH SMITH. [SEAL.]

I certify that the foregoing and within deed was received into my office, to be recorded, on the 4th day of June, 1821.

WOODSON WREN, *Cl'k.*

STATE OF MISSISSIPPI, *Adams county, ss:*

I, Woodson Wren, clerk of said county, certify, that the foregoing and within deed, and annexed certificates, have been duly recorded in my office, in book L, page 1, in book M of the record of deeds.

Given under my hand and seal of office, at the city of Natchez, this 4th day of June, 1821.

WOODSON WREN, *Cl'k.*

Agreement of counsel as to the suit instituted by Miss M. B. Eskridge.

U. S. circuit court, Louisiana.

E. P. FOURNIQUET and Wife, Martin W. Ewing and Wife,
vs.
JOHN PERKINS.

It is admitted, that, on the 4th of Nov'r, 1839, Mary B. Eskridge filed a petition in the probate court of Concordia, praying for a partition of the following property as having belonged to the community alleged to have existed between defendant and the mother of the complainant, viz: 1,523 acres, purchased from Gamaliel Pease; 423 acres, purchased from William Collins; and 489 acres, purchased by defendant as the back concession of his Bullock tract; and citing in all the heirs, together with the defendant. That this suit was an amicable suit, instituted by the said Mary, at the instance and request of the defendant, and at his costs, to enable him to have the question of community decided, inasmuch as the complainant, Fourniquet and Wife, had taken a non-suit on that part of their petition before filed, in which they claimed from defendant certain community rights; that in that suit a *curator ad hoc* was appointed to represent the present complainants, who filed an answer on the 18th

April, 1840, as curator ad hoc, and attorney for the present complainants, in which he set up for them the claims embraced in their present bill of complaint, in addition to those set up in Mrs. Eskridge's petition, and that the defendant, John Perkins, filed his answer. denying the existence of any of community, and setting up substantially the defences in this case; that a motion was made by the said D. S. Stacey, for the present complainants, to dismiss the suit for want of jurisdiction in the court, and that the suit was dismissed by the court on that ground. It is admitted that the title of defendant to the 489 acres, purchased by him from the United States, was a purchase of the back concession to the Bullock tract, under the act of Congress, in favor of front proprietors, and that defendant has a patent for it as such issued to him in 1837.

Bond, for hire of slaves, from B. S. Bynum to John Perkins.

Know all men by these presents, that I, Benjamin S. Bynum, of the county of Claiborne, and State of Mississippi, am held and firmly bound unto John Perkins, of the county of Adams, and State aforesaid, in the full and just sum of five thousand dollars, current money, to be paid to the said John Perkins, or to his certain attorney, executors, administrators, or assigns; to which payment, well and truly to be made and done, I bind myself, my heirs, executors and administrators, firmly by these present. Sealed with my seal, and dated this twelfth day of May, in the year one thousand eight hundred and twenty-nine. The condition of the above bond is such, that whereas the above bound Benj. S. Bynum has hired of John Perkins, guardian to his sister, Harriet S. Bynum, all the negroes belonging to the said Harriet for the present year, named in the annexed list and valuation of Joseph Smith and James Noland, esq'rs, inhabitants of the parish of Concordia, and State of Louisiana, dated eighth of May, one thousand eight hundred and twenty-nine, for the consideration of five hundred dollars. Now, if the said Benj'n S. Bynum will well and truly pay to the said John Perkins, (guardian as aforesaid,) at the expiration of this said year, the aforesaid sum of five hundred dollars, without defalcation or deduction for or on account of any clothing, taxes, doctor's bill, (in ordinary cases,) or any default or loss of time, save and except death, and keep him, the said John Perkins, harmless, and from all costs and damages, for having permitted him, the said Benjamin S. Bynum, to remove said negroes from the lands which the said Harriet owned jointly with the other heirs of her father out of the parish and State aforesaid, into the State of Mississippi, and also to treat them as his own, then the above obligation to stand void, otherwise to remain in full force and effect.

In witness whereof the said Benjamin S. Bynum has set his hand and seal, on the day and year above written.

BENJ. S. BYNUM. [L. S.]

Done in the presence of—

MARY C. BYNUM.

Deed—Isaac House to John Perkins.

Memorandum of a bargain and sale made by and between John Perkins and Isaac House, both of the parish of Concordia, State of Louisiana, wherein the said House has bargained and sold, to and with the said Perkins, his entire possession and improvements, situate on Palmyra Bayou, or Lake Vidal, commonly called the Mounts, beginning at a bayou situated between the said premises and the cornfield of Mr. Charles Patterson; also his entire stock of cattle, save and except his work oxen, say five steers and two bulls, and also eight head of cows and calves, for the following consideration, to wit, six hundred dollars for the land, and six dollars for each head of cattle, cow and calf to count two; possession to be given the first day of January next, the cattle to be delivered at the same time, and also the payment to be made on the delivery of the property.

In witness whereof the parties above mentioned have hereunto set their hands and seals, this 30th day of Sept., 1818.

ISAAC HOUSE, [L. S.]
JNO. PERKINS. [L. S.]

Done in presence of—
EDW'D BROUGHTON,
Judge of the parish of Concordia.

Received of John Perkins, esquire, party to the within, the sum of six hundred dollars, it being in full for the purchase money or consideration for the land and improvement within mentioned, Lake Vidal.

Sept. 30, 1818. ISAAC HOUSE.

JOHN ROUTH,
SAMUEL DORSEY.

THE STATE OF LOUISIANA, *Parish of Concordia:*

Be it remembered, that on the thirtieth day of September, in the year of our Lord one thousand eight hundred and eighteen, personally appeared before the undersigned, judge of the parish aforesaid, the within and foregoing named Isaac House, and acknowledged the within and foregoing instrument of writing to be his free and voluntary act and deed, for the purposes therein contained, and desired the same to be recorded as such.

In testimony whereof I have hereunto set my hand and seal of office, this day and year above written.

[L. S.]

EDW'D BROUGHTON,
Judge of the Parish of Concordia.

THE STATE OF LOUISIANA, *Parish of Concordia:*

Recorded in book C, pages 204 and 205, on the 30th day of September, A. D. 1818.

In testimony whereof I have hereunto set my hand and seal of office, the day and year above written.

[L. S.]

EDW'D BROUGHTON,
Judge of the parish of Concordia.

Certificate No. 2, to John Perkins, assignee of Joshua G. Clark and Israel Loring, dated August 2d, 1837.

Certificate No. 2.

The United States of America, to all to whom these presents shall come, greeting:

Whereas John Perkins, assignee of Joshua G. Clark & Israel Loring, has deposited in the General Land Office of the U. States a certificate of the register of the land office at Ouachita, whereby it appears that full payment has been made by the said Joshua G. Clark and Israel Loring, according to the provisions of the act of Congress of the 24th of April, 1820, entitled "An act making further provision for the sale of the public lands," for fractional section thirty-five, in township fourteen, of range twelve east, in the district of lands subject to sale at Ouachita, Louisiana, containing one hundred and thirty-eight acres and eighty-five hundredths of an acre, according to the official plat of the survey of the said lands returned to the General Land Office by the surveyor general, which said tract has been purchased by the said Joshua G. Clark and Israel Loring. Now, know ye, that the United States of America, in consideration of the premises, and in conformity with the several acts of Congress, in such case made and provided, have given and granted, and by these presents do give and grant, unto the said John Perkins, and to his heirs, the said tract above described. To have and to hold the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature thereunto belonging, unto the said John Perkins, and to his heirs and assigns forever.

In testimony whereof I, Martin Van Buren, President of the United States of America, have caused these letters to be made patent, and the seal of the General Land Office to be hereunto affixed. Given at the city of Washington, the second day of August, [L. S.] in the year of our Lord one thousand eight hundred and thirty-seven, and of the independence of the United States the sixty-second.

By the President, MARTIN VAN BUREN.

By A. VAN BUREN, *Sec'y.*

JOS. S. WILSON,

Acting recorder of the General Land Office ad interim.

Recorded, Vol. 5, page 245. Ex.

Certificate No. 552.

Certificate No. 552, to Abner Steel, June 15th, 1837.

The United States of America, to all to whom these presents shall come, greeting:

Whereas, Abner Steel, of Concordia, Louisiana, has deposited in the General Land Office of the United States a certificate of the register of the land office at Ouachita, whereby it appears that full payment has been made by the said Abner Steel, according to the provisions of the

act of Congress of the 24th April, 1820, entitled "An act making further provision for the sale of public lands," for the lot or quarter section seven, in township fourteen, of range twelve east, in the district of lands subject to sale at Ouachita, Louisiana, containing one hundred and sixty-three acres and sixty-eight hundredths of an acre, according to the official plat of the survey of the said lands returned to the General Land Office by the surveyor general, which said tract has been purchased by the said Abner Steel. Now, know ye, that the United States of America, in consideration of the premises, and in conformity with the several acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant, unto the said Abner Steel, and to his heirs, the said tract above described; to have and to hold the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature thereunto belonging, unto the said Abner Steel, and to his heirs and assigns, forever. In testimony whereof, I, Martin Van Buren, President of the United States of America, have caused these letters to be made patent, and the seal of the General Land Office to be hereunto affixed.

Given under my hand, at the city of Washington, the fifteenth day of June, in the year of our Lord one thousand eight hundred [SEAL.] and thirty-seven, and of the independence of the United States the sixty-first.

By the President,

MARTIN VAN BUREN,
By A. VAN BUREN, *Sec'y*.
H. M. GARLAND,
Recorder of the General Land Office.

Recorded Vol. 1, page 431. E.

Certificate No. 527.

The United States of America, to all to whom these presents shall come, greeting:

Whereas, John Budd, of Concordia, Louisiana, has deposited in the General Land Office of the United States a certificate of the register of the land office at Ouachita, whereby it appears that full payment has been made by the said John Budd, according to the provisions of the act of Congress of the 24th of April, 1820, entitled "An act making further provision for the sale of the public lands," for the lot or quarter section nine, in township fourteen, of range twelve east, in the district of lands subject to sale at Ouachita, Louisiana, containing one hundred and sixty-five acres and seven hundredths of an acre, according to the official plat of the survey of the said lands returned to the General Land Office by the surveyor general, which said tract has been purchased by the said John Budd. Now, know ye, that the United States of America, in consideration of the premises, and in conformity with the several acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant, unto the said John Budd, and to his heirs, the said tract above described; to have and to hold the same, together with all the rights, privileges, im-

munities, and appurtenances, of whatsoever nature thereunto belonging, unto the said John Budd, and to his heirs and assigns, forever. In testimony whereof, I, Martin Van Buren, President of the United States of America, have caused these letters to be made patent, and the seal of the General Land Office to be hereunto affixed.

Given under my hand, at the city of Washington, the fifteenth day of June, in the year of our Lord one thousand eight hundred [SEAL.] and thirty-seven, and of the independence of the United States the sixty-first.

By the President,

MARTIN VAN BUREN,
By A. VAN BUREN, *Sec'y.*
H. M. GARLAND,
Recorder of the General Land Office.

Recorded Vol. 1, page 423. Exd.

Certificate No. 525.

The United States of America, to all to whom these presents shall come, greeting:

Whereas, John Perkins, of Concordia, Louisiana, has deposited in the General Land Office of the United States a certificate of the register of the land office at Ouachita, whereby it appears that full payment has been made by the said John Perkins, according to the provisions of the act of Congress of the 24th of April, 1820, entitled "An act making further provision for the sale of the public lands," for the lot or quarter section ten, in township fourteen, of range twelve east, in the district of lands subject to sale at Ouachita, Louisiana, containing one hundred and sixty-one acres and eleven hundredths of an acre, according to the official plat of the survey of the said lands returned to the General Land Office by the surveyor general, which said tract has been purchased by the said John Perkins. Now, know ye, that the United States of America, in consideration of the premises, and in conformity with the several acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant, unto the said John Perkins, and to his heirs, the said tract above described; to have and to hold the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature thereunto belonging, unto the said John Perkins, and to his heirs and assigns, forever.

In testimony whereof, I, Martin Van Buren, President of the United States of America, have caused these letters to be made patent, and the seal of the General Land Office to be hereunto affixed.

Given under my hand, at the city of Washington, the fifteenth day of June, in the year of our Lord one thousand eight hundred [SEAL.] and thirty-seven, and of the independence of the United States the sixty-first.

By the President,

MARTIN VAN BUREN,
By A. VAN BUREN, *Sec'y.*
H. M. GARLAND,
Recorder of the General Land Office.

Recorded Vol. 1, page 421. Ed.

Certificate No. 695.

The United States of America, to all to whom these presents shall come, greeting:

Whereas, Ezra Steel, of Concordia, Louisiana, has deposited in the General Land Office of the United States a certificate of the register of the Land Office at Ouachita, whereby it appears that full payment has been made by the said Ezra Steel, according to the provisions of the act of Congress of the 24th of April, 1820, entitled "An act making further provision for the sale of the public lands," for the lot or quarter section six, in township fourteen, of range twelve east, in the district of lands subject to sale at Ouachita, Louisiana, containing one hundred and seventy acres and seventy-five hundredths of an acre, according to the official plat of the survey of the said lands returned to the General Land Office by the surveyor general, which said tract has been purchased by the said Ezra Steel.

Now, know ye, that the United States of America, in consideration of the premises, and in conformity with the several acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant, unto the said Ezra Steel, and to his heirs, the said tract above described. To have and to hold the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature thereunto belonging, unto the said Ezra Steel, and to his heirs and assigns, forever.

In testimony whereof I, Martin Van Buren, President of the United States of America, have caused these letters to be made patent, and the seal of the General Land Office to be hereunto affixed.

Given under my hand at the city of Washington, the fifteenth day of June, in the year of our Lord one thousand eight hundred and thirty-seven, and of the independence of the United States the sixty-first.

By the President: MARTIN VAN BUREN.
By A. VAN BUREN, *Sec'y.*
H. M. GARLAND,
Recorder of the General Land Office.

Recorded Vol. 2, page 44. Ed.

Certificate No. 526.

The United States of America, to all to whom these presents shall come, greeting:

Whereas John Perkins, of Concordia, Louisiana, has deposited in the General Land Office of the United States a certificate of the register of the land office at Ouachita, whereby it appears that full payment has been made by the said John Perkins, according to the provisions of the act of Congress of the 24th of April, 1820, entitled "An act making further provisions for the sale of the public lands," for the lot or quarter section eight, in township fourteen, of range twelve east, in the district of lands subject to sale at Ouachita, Louisiana, containing one hundred and sixty-four acres and sixty-six hundredths of an acre, ac-

cording to the official plat of the survey of the said lands, returned to the General Land Office by the surveyor general, which said tract has been purchased by the said John Perkins. Now, know ye, that the United States of America, in consideration of the premises, and in conformity with the several acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant, unto the said John Perkins, and to his heirs, the said tract above described. To have and to hold the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature thereunto belonging, unto the said John Perkins, and to his heirs and assigns, forever.

In testimony whereof I, Martin Van Buren, President of the United States of America, have caused these letters to be made patent, and the seal of the General Land Office to be thereunto affixed.

Given under my hand at the city of Washington, the fifteenth day of June, in the year of our Lord one thousand eight hundred and [SEAL.] thirty-seven, and of the independence of the United States the sixty-first.

By the President:

MARTIN VAN BUREN,
By A. VAN BUREN, *Sec'y.*
H. M. GARLAND,
Recorder of the General Land Office.

Recorded Vol. 1, page 422. Ed.

It is admitted, and by the parties well understood, that the Mississippi river alone separates the city of Natchez from the parish of Concordia; the city of Natchez being the place of residence during a portion of the time, when the facts involved in this suit occurred, of both complainants and defendant.

And thereupon the respondent offered in evidence, on the hearing of said cause, the record in a certain cause in equity lately determined in said court, wherein E. P. Fourniquet et Ux., were complainants, and said respondent was defendant, which said record is in the words and figures following, to wit:

To the honorable the judges of the circuit court of the United States for the fifth judicial circuit, in and for the eastern district of Louisiana, in chancery sitting.

Your orators, Edward P. Fourniquet and Harriet Jane Fourniquet, his wife, citizens of the State of Mississippi, as heirs and legal representatives of their father, Benjamin Bynum, and also as heirs and legal representatives of their mother, Mrs. Mary Perkins, humbly complaining, showeth to your honor, that John Perkins, then and now a citizen of the State of Louisiana, on the 12th day of August, A. D. 1818, intermarried with the mother of your orators, Mrs. Mary Bynum, widow of Benjamin Bynum aforesaid, then a resident citizen of the parish of Concordia, and State of Louisiana.

Your orators show, that by reason of said marriage the said Perkins

took the control and management of all the property which belonged to your orators and their co-heirs, out of the estate of their father, Benjamin Bynum, aforesaid, as well as the separate property belonging to their said mother, both her community property of the estate of Benjamin Bynum, as well as the property belonging to her by inheritance.

Your orators show, that so far as the said Perkins extended his control and management over the property belonging to Benjamin Bynum's estate, that it was illegal, null, and void, and in direct violation of the laws of Louisiana, where the property was situated, and where the said Perkins controlled it from the 12th of August, A. D. 1818, until 29th May, 1827.

The control and management of the said Perkins was illegal, null, and void, for the following reasons: firstly, because the said Perkins was never appointed administrator of the estate of Benjamin Bynum, or gave bond as such, until the 29th May, A. D. 1827; secondly, because the said Perkins was never appointed guardian to your orator, Harriet, or her co-heirs, until 29th May, 1827; thirdly, because there was no family meeting called to sanction the marriage of said Perkins with the mother of your orators.

Your orators show, that at the date of the marriage of the said Perkins, 12th August, A. D. 1818, Mrs. Bynum had the five following children, namely: Nancy, aged about 12 years; Benjamin, about 10; Mary, about 8; Harriet, about 4; and Francis, about 2 years of age. Francis died in , leaving four surviving children; your orator, Harriet, being about that time 4 years of age.

Your orators show, that the said Perkins had no inventory or appraisement made of the estate of your orator's father, Benjamin Bynum, nor of your orator's mother, Mrs. Mary Perkins, at the date of his marriage, nor for nearly 9 years thereafter. They are therefore obliged to refer to the inventory and appraisement made of their father's estate on the 8th day of February, A. D. 1816, (a copy of which inventory and appraisement is herewith presented, marked A, and is prayed to be made an exhibit to this bill;) by which inventory and appraisement it appears that the estate of your orator's father consisted of 46 negroes; 1000 arpents of land, situated on Lake Concordia, valued at $4000; cash on hand, $1000; open accounts due the estate, $360; personal property, consisting of live stock, farming utensils, &c., $2312.

Your orators show, and so the facts are, that the 46 negroes named in the inventory of 1816, without a single exception, were the negroes, with their increase, which your orator's father brought with him from South Carolina, when he emigrated to the State of Louisiana in the years 1811 or 1812, which negroes were therefore not community property.

Your orators show, that the use of the aforesaid 46 negroes enabled your orator's mother, during the widowhood, to purchase the following ten negroes, viz: Sarah, aged 30; Nathan, 3; Omey, 14; Ben, 13; Caleb, 14; Abraham, 30; Judah, 26; Rose Davidson, 13; Black Maria, 15; Sam, 14; and Yellow Maria, 15 years old—thereby increasing the By-

num force to 56 negroes. In addition to which your orator's mother acquired, by inheritance and purchase from the estate of Francis Bynum, African John and James. She also acquired, by inheritance and purchase from her brother, William Rieves, the following negroes: Lucy, aged 40; Rose, 22; Selina, 20; Jack, 16; Jim, 11; Lucy, 8; and Peter, 14 years old: also, by the death of her brother, Henry Rieves, in 1822, the negroes Abb, 35, and her son George, 17. Of these negroes, Peter and James died before the division of Mrs. Perkins's estate, making the entire force amount to 66 negroes.

Your orators show, that for want of any documents or vouchers of that day to refer to, and by reason of the culpable neglect of the said Perkins in not causing an inventory to be made at the date of his marriage, they are therefore obliged again to refer to extraneous testimony upon which to found their present examination.

By the tax list of the parish of Concordia, dated March, 1818, a few months before the marriage of the said Perkins, it appears that the Bynum estate was taxed for 66 negroes, 15 horses and mules, 70 head of horned cattle, and 1000 arpents of land valued at $4000. The 1000 arpents of land, taxed as above, was situated on Lake Concordia, in the parish of Concordia, and forms now one of the valuable plantations of Samuel Davis, esquire, on which was cleaned about 300 acres of land, with the usual appurtenances of mill, gin, dwelling-house, and negro cabins.

Your orators represent, that the said estate was entirely unincumbered, and, indeed, had cash loaned out and due to it to the amount, as your orators believe, of $5727.03¾, which was afterwards collected by said Perkins in part, as follows: May 2d, 1820, from Henry Rieves, $196; January 3d, 1831, David and Thomas Alexander, $1113.69; May 29, 1827, Francis Bynum, $366; money loaned Mr. Rives, $1087.18¾; Turner Bynum, $63.90; April, 1823, collected from the estate of Henry Rieves, jr., $216.66—of which amount, $1517.08¾ has been reported by the said Perkins, and the balance, believed to have been collected by said Perkins, $1528.35, yet remains to be accounted for. Mrs. Bynum likewise received, in the month of January, 1818, from Charles Rieves, curator on the estate of Henry Rieves, sr., $1400; and from the estate of W. Rives, $1281.60. These two last items are referred to only to show the situation of the Bynum estate on or about the time of the marriage.

Your orators show, that at the time the said Perkins married your orator's mother, he was engaged in planting on a place of his own, on the Mississippi river, in the said parish and State, called Somerset.

Your orators show, that according to the tax list before referred to, dated March, 1818, the said Perkins is taxed for 58 negroes, 60 head of horned cattle, 12 horses, 1077 acres of land, valued at $1000. Of this land, 677 acres formed the said Perkins's Somerset plantation, and the balance was situated in other parts of the parish of Concordia. Thus the aforesaid tax list represents the said Perkins as possessing 8 negroes,

10 head of cattle, and 3 horses less than the estate that fell into his hands by reason of the marriage aforesaid.

In addition to the foregoing relative situation of the property belonging to the estate of Bynum and the said John Perkins, your orators aver, and such the facts are, that the said John Perkins was greatly embarrassed at or about the time of his marriage, owing to the low price of cotton consequent upon the stagnation of commerce during the war, and also owing to a purchase of 20 negroes, made by the said Perkins from Francis Bynum (a brother of your orator's father) on the 13th April, 1812, on a credit of ten years, for the large sum of $26,660, for which purchase the said Perkins executed his 10 several promissory notes, payable on the 10th March of each and every year thereafter, for $2660 each.

In addition to the foregoing heavy purchase, the said Perkins was likewise indebted to the Bank of the State of Mississippi, a chartered institution, at that time situated at Natchez, for the amount of two notes, discounted by said institution for the use of the said Perkins, as follows: 12th September, 1817, $3000; 19th September, 1817, $1000; which two notes were paid by said Perkins on the 10th May, 1822.

Your orators have shewn a heavy indebtedness existing against the said Perkins at the date of his marriage, and that the Bynum estate was not only out of debt, but actually had a considerable amount of money due to it, which was afterwards collected by said Perkins, as your orators aver and believe.

Your orators show that, during the year 1818 and 1819, the said Perkins suffered the Bynum property to remain together, and to be worked upon the plantation of your orator's father, on Lake Concordia; but show that the said Perkins, in 1820, (without the sanction of the probate court, and without being in any wise authorized by law to control or manage said estate,) removed the negroes, stock, farming utensils, and other personal property belonging to the Bynum estate and his wife's separate estate to the neighborhood of his Somerset plantation, where he employed the said property in cultivating cotton, corn, &c., and in clearing and improving his said Somerset plantation and the adjacent lands, until the year 1828.

In 1827, Nancy S. Bynum, the oldest child, being about to marry, required from the said Perkins her portion of the property belonging to her out of the estate of her father, Benjamin Bynum, and her mother, Mrs. Mary Perkins. Whereupon, the said Perkins applied to the probate court of the parish of Concordia, and was appointed curator ad bona and tutor to the minor heirs of Benjamin Bynum and Mrs. Mary Perkins, and duly qualified himself by giving bond. Upon the 29th day of May, A. D. 1827, he rendered to the said probate court, as curator and tutor aforesaid, his accounts; copies of which accounts are herewith presented, marked B and C, which are prayed to be made part of this bill.

Your orators show that the said Perkins pretends that his appointment as curator and tutor, in 1827, possessed a retrospective operation,

and legalized all his acts from 1818 up to the rendition of his accounts, and his accounts were thereupon rendered, extending over all those years, when he was knowingly and wilfully acting in direct violation of law. A more charitable interpretation of his acts, than a wilful disregard of the requirements of the law, cannot be accorded to him. For the said Perkins had for a number of years acted as clerk, and afterwards as judge of the probate court of the said parish of Concordia; and his official signature is attached to the inventory of 1816, before referred to.

An examination of exhibits B and C shows the following improbable results:

The said Perkins, in his account against the succession of Mrs. Mary Perkins, charges himself with the crop of cotton alleged by him to have been raised on the Bynum plantation in 1818, 85 bales, which sold in New Orleans for $6,672 08, and in 1819, 68 bales, which sold for $4,100 01.

Your orators show that both these crops of cotton were shipped by said Perkins in his own name and to his own merchant, and sold and credited to his individual account; and while he reports to your orators 85 bales as their crop of 1818, and for the year 1819, 68 bales, with eight hands less force, he claims to have made on his Somerset plantation, in 1818, 210 bales, and in 1819, 205 bales. This extraordinary disparity of cropping, so much to the detriment of your orators, unfortunately continued, according to said Perkins' account, through the years 1820, 1821, 1822, 1823, 1824, subsisting the community, and after he had removed the Bynum *the Bynum* negroes, stock, &c., to his Somerset plantation. For while during those years said Perkins' merchant sold as the proceeds of his Somerset plantation 1,154 bales of cotton, raised by an inferior force, he reports for the Bynum hands 286½ bales for the same and all those years.

Your orators are unable to examine the relative crops for the two remaining years over which his account extends, namely, 1825 and 1826; but a reference to his said account shows, that he allowed the Bynum heirs, for 1825. 76½ bales of cotton, weighing 30,434 lbs., and for the year 1826, 57 bales, weighing 22,826 lbs. Thus allowing for the use of the Bynum force, for the year he retained it at Somerset plantation, 60 bales of cotton per annum, or less than one bale for each negro per annum; the nett product of which, when sold in New Orleans, he states to have been $21,568 20, with the addition of $1,000 for the year 1823, when said Perkins alleges no cotton was made. From which sum of $22,568 20 he deducts $1,500 per annum for each and every year for the general expenditures for the use of the hands, or $10,500; (by which charge your orators suppose the said Perkins intends to represent the amount required for the support and clothing of the Bynum negroes;) thus reducing the revenue of your orators and their co-heirs to $1,724 03 per annum.

A further examination of this account shows that all the charges and credits therein are founded, not upon actual receipts and expenditures, but upon such arbitrary amounts as the said Perkins thought proper to

allow, as thus: He assumes that the crop raised on the Bynum plantation in 1818 was 85 bales, weighing 35,202 lbs., and the crop of 1819, 68 bales, weighing 25,666 lbs., which gives an average for those two years of 30,434 lbs. of cotton; which average the said Perkins assumes to be a criterion for those years when the Bynum force was worked on his Somerset plantation, and he goes on and gives your orators and their co-heirs credit accordingly; except for the year 1823, when he alleges no cotton was made, (which your orators aver was not a fact,) and the years 1824 and 1826, when he deducts from the average quantity for overflow one quarter, and allows 22,826 lbs.; thus making your orators responsible for his pretended losses, and at the same time refusing to allow them the smallest participation in his gains.

The charges against your orators and their co-heirs are equally arbitrary, unjust, and oppressive, and are founded not upon the actual sums expended for the use of the Bynum children, but upon the unrestrained and cormorant will of said Perkins. He charges uniformly $1,500 per annum for the general expenditures for the use of the hands, and $4,000 for the support of the children, or $1,000 for each per annum.

The said Perkins thus pretending, that the labor of the Bynum negroes, which in 1818 numbered 66, and in 1827 had increased, by the showing of the said Perkins, to 82 negroes, was insufficient to support and school the four children; that to do so, it not only absorbed all the revenue derived from their labor, but $3,771 08 of monies belonging to the estate, which the said Perkins, by his account, acknowledges to have received, and that even with that assistance the Bynum estate fell behind, and in his debt $7,388 61¾. Thus it would require the annual labors of 43 negroes, at the rate of hire allowed by said Perkins, for the support of your orator Harriet, from six years of age, upwards; a result so preposterous, that the utmost stretch of credulity rejects it.

But, fully to understand the result of the said account, your orators sum it up as follows:

Amount allowed by Perkins for the use of the Bynum negroes, which in 1818 numbered 66, and in 1827, 82, from 1818, up to and including the year 1826 -		$32,340 29
Amount allowed, in cash, for use of hands in 1823 -		1,000 00
Amount carried forward - - - -		33,340 29
Charged by said Perkins for general expenditures for use of hands during same years - - - - - -	$12,500 00	
Same for general expenditures for the use of the children during the same time -	32,000 00	
		44,500 00
Which leaves the minors in his debt - - -		11,159 71
Part of which debt was paid to said Perkins by cash due the estate, and collected by him - - -		3,771 08
Minus - - - - - -		$7,388 63

Your orators believe that the foregoing examination proves the account of said Perkins to be unjust, oppressive, and fraudulent upon its very face. In addition to which, your orators are fortified with direct evidence which goes to prove that the said Perkins did not expend for your orator Harriet the one thousand dollars per annum for her support and schooling, as set forth in his account. Your orators represent, and so the facts are, that your orator Harriet, when about 11 years of age, was sent by the said Perkins to Baltimore, where she remained for about five years an inmate of the family of Doctor James Smith; that during her said stay her yearly expenses for board, schooling, and clothing, was but five hundred dollars ($500) per annum, and no more; which is fully proved by the account of the said Doctor James Smith, herewith presented, marked D, which is prayed to be made part of this bill.

Your orator Harriet's expenses, thus proved to have been but $500 per annum from her 11th to her 17th year, it is inferred they did not amount to $1,000 per annum from her 4th to her 11th year, when she was living with her mother, and for three years of which time she was too young to require education, and in fact did not go to school until 1821.

Your orators represent that the said Perkins, imposing upon the confidence of the parish judge of Concordia, induced him to allow his said account, and it was thereupon received by the court without vouchers to substantiate it. The said parish judge requiring no further proof of the truth and fairness of said account but the oath of the said Perkins.

On or about the date of the marriage, as has been before shown, the estate of Benjamin Bynum had five thousand seven hundred and twenty-seven dollars three cents ($5,727.03) due to it, of which, as your orator's believe, $3,045.43 was afterwards collected by the said Perkins. At the same time, as your orators have shown, the said Perkins was largely in debt, of which debts your orators aver and believe the following were paid, from 1818 until 1827, namely: 18th August, 1818, to Francis Bynum $2,660; April, 1818–'21, same, $2,660; June 1st, 1822, same, $2,660; 3d May, 1819, paid by Alvarez Fisk, the merchant of said Perkins, and charged to his account, one other of the said notes, $2,660; June 27th, 1820, $2,660; 1824, same, $2,660; May 10, 1822, paid to the Bank of the State of Mississippi the amount of the said Perkins' two notes, discounted by said institution, as has been before shown, namely, $4,000.

Showing a sum total of 19,960 dollars of debts due by said Perkins before his marriage, and paid between the years 1818 and 1827.

By the tax list of the parish of Concordia, March, 1818, the said Perkins, as has been before shown, was taxed for 1,077 acres of land, valued at $1000. By the tax list of 1826 he is taxed for 3,926 acres of land, valued at $21,200, showing an increase of his landed property in the parish aforesaid of 2,849 acres, at an increased value of $20,200.

During the same years the said Perkins purchased, in the State of Mississippi, the following property, namely: On the 30th October, 1818, from Arthur Mahan, a tract of land in the neighborhood of the city of

Natchez, containing 99.26 acres, for the sum of 9,926 dollars. On which land the said Perkins erected an expensive establishment, called the Briers, at a cost, as your orators believe, of not less than 20,000 dollars.

January, 1819, purchased from Elihu Hall Bay 2,100 acres of land, in Claiborne county, Mississippi, at a cost of 5,000 dollars.

March, 1824, purchased from Sugars Turner, in same county and State, 1,000 acres of land, at a cost of 1,000 dollars.

Your orators, by the above examination, show, that from 1818 until 1827, when the said Perkins pretends to have brought your orators and their co-heirs in his debt $11,159.71, he with a less force goes on and pays 19,960 dollars of his old debts, and acquires, in the State of Louisiana and elsewhere, real estate to the amount of 56,126 dollars, or a gain on his part during the same years of 76,086 dollars.

Your orators show, that the said Perkins, beside the wrongs and injuries above enumerated, laid claim to, and now retains, or has disposed of, the following property belonging to the estate of Benjamin Bynum and Mrs. Mary Perkins, namely:

Negro Cook, one of the negroes brought by Benjamin Bynum from South Carolina, and valued in the inventory of 1816 at $550; woman Lucy, valued in inventory of 1827 at $250; boy Arthur, valued in same inventory at $250; woman Abby, valued at $350, and her son George, $400; girl Suzy, valued at $300; six negroes retained, in value equal to $2,100.

Your orators show, and so the facts are, that of the 15 horses and mules which appears in the tax list of March, 1818, and which your orators charge passed into the keeping of said Perkins in 1820, when he removed the stock, &c., to his Somerset plantation, he, in the inventories and appraisements of the estates in 1827, allowed to the estate of Benjamin Bynum 4 mules, and to the estate of Mrs. Mary Perkins 2 mules, and no horses. The 9 remaining horses or mules were retained by said Perkins, or died while being worked in the cultivation of the Somerset plantation; which horses or mules your orators aver were worth $50 each, for which they claim from said Perkins remuneration in their proportionate share.

Your orators further show, that of the 70 head of horned cattle taxed to the Bynum estate in 1818, which your orators aver were driven to Somerset in 1820, by the agent of said Perkins, Mr. James Miller, the said Perkins in the inventory rendered in 1827, pretends had decreased to 60 head, thus retaining of the said cattle 10 of the original number, and all the large increase of said stock, and appropriating them to his own benefit.

What amount of farming utensils and implements of husbandry were taken by the said Perkins to his Somerset plantation in 1820, your orators are unable at this late day to establish; but, it is reasonable to suppose, that a force of 66 negroes must have been possessed of a correspondent supply of tools to labor with, whatever the amount of tools may

have been. The inventory of 1827 shows, that the said Perkins has accounted for none such, except a chest of tools, valued at $5 dolls.

Your orators show, and so the facts are, that the said Perkins, without sanction of law, removed several of the negroes belonging to the Bynum estate to the State of Mississippi, and employed them as servants about his establishment, in the neighborhood of Natchez, as follows: Mony, Nathan, Sarah, Nace, Arthur, Lucy, and Wheeler; two of these negroes. Lucy and Wheeler, died at Natchez; both these negroes, Lucy and Wheeler, were brought from South Carolina, by Mr. Bynum, and are valued in the inventory of 1816—Lucy, $400, Wheeler, $600. For which negroes your orators claim their proportionate remuneration, and for the remaining negroes a reasonable amount of hire while so retained by said Perkins.

Your orators also claim their proportionate remuneration for the following negroes, who died at Somerset plantation during the time the said Perkins, without sanction of law, retained possession of the Bynum property, namely: Chloe, aged 35; Zinga, 27; Nace, 30; Sally, 28; Jim, 28, killed by the falling of a tree; Jacob, 29; Jenny, child of Mony, 4; Miles, 5; Peter, Cook's child, 5; Eliza, Dinah's daughter, 5; Harry, child of Juno, 6; Solomon, child of Milly, 1; Jim, child of Milly, 3; Abby, the child of Cook and Lucy, 3.

Your orators represent, that it is not alone in the inadequate remuneration which the said Perkins has thought proper to allow your orators and their co-heirs for the use of their negroes, nor yet of the exhorbitant charges which he has brought against them, of which they complain, and for the redress of which they humbly apply to your honor. They likewise sustained a heavy, very heavy loss, by reason of the illegal and unauthorized abandonment of their father's plantation on Lake Concordia, on which, as has been before represented, there was a good gin-house, and other necessary improvements, and the product of which, during the widowhood, was not only sufficient to support the family, and enable the widow to purchase the 10 negroes before named, but also to allow her to loan considerable sums of money to several of her near relations, who were not in as prosperous a situation as your orator's mother.

Your orators show, that after the removal of the Bynum negroes, stock, &c., to Somerset, the said Perkins hired the Lake plantation to several tenants, until one of his tenants burnt down the gin-house; after which the plantation could not be rented, and remained for a number of years deserted; for which rent, it appears by the account of 1827, the said Perkins received $2,620, which sum, with the cash collected by him from other sources, as has been before set forth, went to pay in part the pretended debt of said Perkins against your orators and their co-heirs.

Your orators show, that about the month of February, 1828, (the year of the greatest overflow within the knowledge of the oldest of our river planters,) the said Perkins, finding that there was no prospect of profitably using the Bynum force at Somerset that season, not wishing

to incur even the expense of supporting them, and knowing that young Mr. Bynum would probably by the next season return from the north and claim the negroes, he, the said Perkins, determined to return them to the old plantation, on Lake Concordia; and it will be in testimony before your honor, that, so entirely regardless was the said Perkins of the interest of his step-children, and careless as to the health of their negroes, that he sent most of their negroes from Somerset to the Lake plantation in a flat-boat, in the month of February, and at a time when the overflow was so universal, that the flat-boat in which they left the Somerset plantation, was floated across from the Mississippi river to Lake Concordia, a distance of some 8 miles, and lashed to the posts of the old dwelling-house. The Lake plantation having been abandoned for several years, was found in a most ruinous condition, the gin-house burnt, the fences and cabins rotted down, and nothing left standing upon their once prosperous plantation except the old dwelling-house, and few of its out-houses, which were also in a dilapidated condition When the waters receded sufficiently to allow the negroes to work, the first thing that had to be done was to erect shelters for the negroes; up to that time they had been obliged to remain in the flat-boat in which they were floated from Somerset. Destitute of provisions, they were obliged to provide themselves with 500 bushels of corn from Major Minor, one of their neighbors, and to incur all the other additional expenses which falls to the lot of them who commence a new settlement. In support of which your orators refer to exhibit H, which is prayed to be made part of this bill.

Thus your orators and their co-heirs, stripped of every thing except their negroes, 60 head of cattle, 6 mules, and a chest of tools, valued at $5, returned to their father's plantation, not only pennyless, but in debt, and on which plantation every thing had to be done anew, except to clear the land.

While, on the other hand, Somerset, the plantation of the said Perkins, which in 1818, had between 300 and 400 acres of land cleared upon it, in 1826, had between 600 and 700 acres cleared. The improvements thereon were a large frame gin-house, running two gins; three large barns, two of hewed cypress, and one of frame, the frame barn was 90 by 60 feet; a new two-story frame dwelling-house; a new set of frame negro cabins; and a kiln of 100,000 brick, to put chimneys to the same. There was about 800 bushels of corn sent to Natchez for sale; oxen broke and disposed of. There was between 300 and 400 head of cattle, about 500 sheep, and about 50 horses, and mules, and mares; besides which, as we have before shown, the said Perkins had paid off his old debts, nineteen thousand nine hundred and sixty dollars, $19,960, and had acquired property in the State of Louisiana and elsewhere to the amount of $56,126.

And all this property, and all these improvements, the said Perkins pretends to have been the result of the labors of his 58 negroes, while your orators, and their co-heirs, with a superior force, worked on the same land, fed by the same food, and governed by the same overseers,

the said Perkins pretends, during the same years, fell into his debt $11,159 71/100. Common experience and common justice must concur to repel such results and conclusions.

Your orators aver, and such the fact is, that the said Perkins, to induce his said wife to consent to the abandonment of the Lake plantation, a measure so palpably to the injury of the Bynum heirs, gave his wife to understand that the removal was made for the purpose of commencing a new plantation for the heirs in the rear of his Somerset plantation, upon a piece of land about that time purchased from Gamaliel Pease and wife, as your orators believe, which piece or purchase of land contained about 1,500 acres.

Your orators represent, that, in accordance with said understanding, the Bynum negroes took possession of said land, erected thereon a negro quarter, and cleared and fenced a considerable amount of land. While the Bynum negroes remained at that place they were under the management of a Mr. Hooves, *a* overseer who accompanied them from the Lake place.

Your orators represent, that some time after, and when the Bynum force had made a considerable improvement upon said land, the said Perkins became dissatisfied with this arrangement, and removed the negroes, stock, and other personal property, to his Somerset plantation; the said Perkins did not, however, abandon the improvements made by the Bynum negroes; on the contrary, he continued to cultivate it, in conjunction with his other lands, up to the year 1828. Your orators show that the said Perkins repeatedly, about that time, declared to an inmate of his family that the Bynum heirs were to cultivate a new place in lieu of the Lake plantation, and that it would be much more profitable to them, when they once got it properly into cultivation, than the old Bynum plantation. But now, so it is, may it please your honor, the said Perkins, since the death of his wife, in 1824, has denied any such understanding and agreement, and now retains the aforesaid tract of land, with all the other real estate which he purchased during these years, whether situated in Louisiana or elsewhere, and allowing your orators and their co-heirs only the sorry pittance in the shape of hire, which your orators have attempted to set forth.

Your orators represent, that Benjamin S. Bynum, your orator's brother, remained on Lake Concordia during the year 1828, but, disheartened by the overflow, and having no experience as to the usual capability of the country, and knowing nothing of it but what he learnt from the sad results of that year, determined, in 1829, to remove to a place in Claiborne county, Mississippi, called Long Branch; whereupon he took with him the negroes, &c., belonging to your orator Harriet. After the removal to Mississippi the said Perkins became the guardian of your orator Harriet, and in the year 1833 rendered to the probate court of said county of Claiborne his account as guardian; a copy of which account is herewith presented, marked E, which is prayed to be made a part of this bill.

Your orators represent, that, after their marriage, that is, on the 27th

day of May, 1834, the said Perkins presented to your orator Fourniquet a copy of his account as guardian in Claiborne county, Mississippi, accompanied with an account, which is herewith presented, marked F, which is prayed to be made part of this bill. An examination of these two accounts shows that the said Perkins brought his step-daughter $550.81 in his debt. Whereupon your orator Fourniquet, without the least suspicion of the fairness of said Perkins' transaction, paid the demand of the said Perkins, by giving him a check on the Planters' Bank, State of Mississippi, for a like sum; which check is herewith presented, and prayed to be made part of this bill, marked G. Your orator Fourniquet shows, that, at the time the said Perkins required the payment of the 550.81 dollars, above referred to, he stated to your orator Fourniquet, in general terms, that, as his ward was married, and as he expressed it, "his arduous duties had thereby ceased," he wanted something to show that he had finally settled with your orators, or words to that effect, and thereupon presented to your orators a document in the form of a receipt, which had been prepared by said Perkins before he presented it to your orators for their signatures; a copy of which receipt is herewith presented, marked H, and is prayed to be made part of this bill. Your orators most solemnly aver, that, at the signing of said receipt, the said Perkins exhibited to your orators no other accounts than those above referred to, marked E and F, nor did he give your orators to understand that the said receipt was intended to cover any other transaction than those set forth in those two accounts. And your orators signed said receipt under such a belief, and without knowing any of the acts of mal-administration committed by said Perkins in the State of Louisiana, or in the most distant manner suspecting that the said Perkins' acts of courtesy and attention towards your orator Fourniquet, and his protestations of regard and affection towards his step-daughter Harriet, were intended only to enable him the more fully to deceive and defraud your orators.

The said Perkins succeeded, however, in his design, and your orators acknowledge that they signed the receipt which said Perkins now sets up in bar of the present action. Your orator Fourniquet shows, that at the date of the receipt, and for a number of years before and after, he was an officer in the Branch bank of the United States at Natchez, laboriously engaged in the duties of his vocation; shows that he knew little or nothing about the settlement of estates, and particularly estates in the State of Louisiana; shows that he had never been furnished by said Perkins with any accounts, title deeds, vouchers, bills of sale, or other memorandums, by which he could have gained an insight into the situation of your orator Harriet's property, while it remained under the charge of the said Perkins, in Louisiana.

It is a fair inference, that vouchers, memorandums, title deeds, &c., did at one time belong to the estate of Benjamin Bynum, and at the death of said Benjamin Bynum must have passed into the hands of your orators' mother, and at her death, in August, 1824, must in like manner have passed into the hands of the said Perkins. Your orators

aver, and such the facts are, that if such papers did exist, they have never been suffered to pass from the possession of the said Perkins, Your orators and their co-heirs have never received even so much as the private letters of either their father's or mother's estate. This fact, connected with the neglect of said Perkins in causing no inventory to be made at the date of his marriage, at the time of the removal of the Bynum property to his Somerset plantation, nor at the death of his wife in August, 1824, left your orators and their co-heirs entirely in the dark as to the early history of their family and the situation of their estate.

Your orators show, that the said Perkins, having thus constituted himself the repository of the early history of the Bynum family and their possessions, took advantage of his said knowledge, and in the inventory of the estate of Mrs. Mary Perkins, which he caused to be made on the 2d March, 1827—a copy of which is herewith presented, marked I, and is prayed to be made part of this bill—claims for his wife a considerable amount of property, which your orators aver belonged to the succession of their father, as thus: Negro man Cook—this negro appears in the inventory of the estate of B. Bynum, 1816, and was one of the negroes that was brought by your orators' father from South Carolina. The said Perkins also claims as his separate property all the negroes which were purchased during the widowhood, and which negroes, as your orators have before attempted to show, were the product of the labors of the 46 negroes which belonged exclusively to the estate of your orators' father. Your orators infer, therefore, that the only part of the negroes which could reasonably be claimed for their mother, was such a proportion thereof as should be a fair remuneration for the use of the community property to which your orators' mother was entitled out of the estate of B. Bynum, her first husband, as thus:

One-half of the Lake plantation, valued in the inventory of 1816 at $4,000, - - - - -	$2,000 00
One-half of the cash on hand, $1,000, - - -	500 00
One-half of the amount of the open accounts due the estate, $360, - - - - -	180 00
One-half of the stock, personal property, &c., $2,312, -	1,156 00

And one-half of all the money due the estate of Benjamin Bynum, which your orators have attempted to show was afterwards collected by said Perkins, and accounted for only in part. Ten per cent. on the amount of said property (be the same what it may) per annum would, in your orators' opinion, have been the interest the said Perkins should have claimed for the estate of your orator's mother. Your orators may be in error in supposing 10 per cent. per annum a fair remuneration for the interest of your orators' mother; but your orators are certainly not in error when they declare, that the negroes that were purchased during the widowhood did not exclusively belong to their mother, as was claimed by the said Perkins, and allowed by the probate court.

Your orators further show, that during the widowhood their mother purchased in part, and inherited in part, from the estate of Francis By-

num, on which estate your orators' mother administered, the two following negroes, namely, African John and James, for which purchase she became responsible to one of the heirs for a debt of between 800 and 900 dollars, which debt is justly chargeable to his estate, and not to the estate of Benjamin Bynum, as said Perkins has heretofore pretended.

Your orators show, that the estate of their mother should have consisted of eleven negroes, and not twenty-one, as was reported by said Perkins in his inventory of 1827, and upon which inventory he has based all his succeeding settlements.

Your orators submit to your honor, whether this error, knowingly and wilfully made by said Perkins, be not a sufficient ground to entitle your petitioners to the relief they pray for against the illegal, fraudulent, and oppressive acts of the said Perkins, if no other acts of wrong and maladministration did exist.

Your orators show, that all the foregoing claims, besides others wholly unknown to them, as they verily believe, but well known to the said Perkins, they are justly entitled to, in virtue of their rights, as aforesaid, and which they had well hoped the said Perkins would have made full disclosure and full settlement of with your orators, without recourse to law, as he was reasonably bound and has been often requested to do. But now, so it is, the said Perkins, fraudulently contriving, by various false pretences, crafts, and stratagems, to injure and oppress your orators, and to conceal and withhold from them their just rights, sometimes pretends that he has fully set forth and distributed all their respective shares derived by them, or appertaining to them, from the estate of their said father, Benjamin Bynum, and their said mother, Mrs. Mary Perkins; and at other times pretending that your orators never derived any right or property whatever from either or both of said estates. But more expressly does the said Perkins pretend that the receipt, release, or acquittance, which by fraud, concealment, and circumvention, he obtained from your orators, has settled and satisfied said claims, and foreclose your orators from all further redress. But, in reference to their receipts, release, or acquittance, your orators represent, that it was executed in the State of Mississippi, and they now solemnly declare that the matters and things in this bill set forth were not by the said Perkins to your orators discovered at the execution of said receipt, or at any time previous, by which your orators could have been advised of their rights, had their suspicions led them to an examination, which they did not.

Hence your orators aver, that the said receipt is void, (except so far as it relates to the said Perkins's acts, as guardian, in the probate court of Claiborne county, Mississippi,) by reason of the fraudulent concealment, on the part of said Perkins, of the extensive rights and interests which he claims to conclude by said receipt, which were not known to your orators when said receipt was executed.

The receipt is no bar, as your orators insist, when offered to conclude them, because it is not to be inferred from the tenor of said receipt that the matters and things set forth in this bill were intended to be con-

cluded thereby; or, if the language of said receipt be considered as extending to the acts of administration and maladministration of the said Perkins in the State of Louisiana, then because said receipt is false and fraudulent *in fact*, as no part of said administration or maladministration was considered by your orators when they executed said receipt.

The said receipt, your orators aver, is void and no bar, because your orator Harriet was a minor, and under twenty years of age, when she executed said receipt, and because executed as a release under seal by a feme covert in the State of Mississippi to divest and conclude her sole and separate estate in the State of Louisiana, without an acknowledgment thereof before a proper officer, separate and apart from her husband.

And in further explanation of said receipt your orators aver, that though in said receipt it is acknowledged that the sum of one hundred dollars was paid to them by said Perkins when said receipt was executed, that the truth is no such sum, nor was any sum of money whatsoever, so then and there received by your orators. But, on the contrary, the said Perkins then and there presented to your orator, Fourniquet, the accounts E and F, exhibiting his said wife Harriet $550.81 in his debt, which was thereupon paid by your orator Fourniquet's check upon the Planter's Bank, Natchez, for a like sum, as has been before referred to.

Your orators admit, also, that in the year 1840 they instituted various proceedings in the probate court of the parish of Concordia, to compel the said Perkins to render a just and full account of his unauthorized administration of the estate of Benjamin Bynum and Mrs. Mary Perkins; and that, in making defence thereto, the said Perkins plead said receipt in bar of the demands of your orators; and also, under an order of the court, did present a new or amended account, which your orators aver was not essentially different from that reported by him in 1827, and equally illegal, unjust, and insufficient. They admit, also, that by consent the sufficiency of said receipt as a bar, and the sufficiency of said account as a satisfaction of your orators' demands, was referred to the district court of the parish of Concordia for adjudication, and there submitted to the consideration of a jury, who returned their final verdict for the defendant Perkins. But your orators protest that the whole subject matter of said controversy was under the jurisprudence of said State exclusively cognizable in the said probate court, or else, or equally cognizable in your honorable court, but was wholly without the jurisprudence of said district court; the jurisdiction of which was not lawfully extended or validated by consent of parties. And if any apology were necessary why your orators should now seek an adjudication of their cause in this honorable court, after such decision aforesaid by a tribunal having no jurisdiction thereof, they would find it in the conscientious conviction of their own minds, that the jury in the verdict rendered did not investigate the matters of fact as touching the accounts, but decided only a matter of law, and that wrongfully, as your orators are advised and believe; said jury first reported as their verdict that they found the receipt good and valid against your orators by the laws of Mississippi,

where the same was given. Whereupon the court instructed the jury their verdict was informal, and that they must return a general verdict. When the jury again returned into court with a general verdict for the defendant. Your orators in this matter mean not the slightest imputation upon the integrity of the jury; but believe from the special verdict, so first reported by them as aforesaid, that they meant only to decide that, in their opinion, said receipt was a legal and valid bar to your orators' claim, in which opinion your orators consider they are legally mistaken.

Your orators do not advert to the circumstances under which said verdict was rendered as a reason why this court should now hear their complaint, but have deemed it due to candor to report the facts in this behalf, and to excuse themselves, if excuse were necessary, for rejecting said decision, as they now do, for want of competent jurisdiction in the court which made it.

Whereupon your orators, thus affirming their claims aforesaid, protest against these pretences of said Perkins, all of which acts and doings tend to the manifest injury and oppression of your orators; and for as much as they are without adequate relief at law, and can only be fully relieved in a court of equity, where such matters and things are particularly cognizable, therefore may it please your honor to award the writ of subpœna, directed to the said John Perkins, commanding him to be and appear before your honorable court, to abide its further orders in the premises; and that the said Perkins may, upon his corporeal oath, full, true, and perfect answer make to all the matters and things herein alleged against him, as fully as if herein again set forth, and he specially interrogated thereto; and that he may distinctly set forth and answer the following questions:

1st. Did you or not, on or about the 12th of August, 1818, intermarry, in the parish of Concordia, and State of Louisiana, with Mrs. Mary Bynum, widow of Benjamin Bynum; were not you and your said wife both citizens of the said State of Louisiana when said marriage was solemnized?

2nd. Did or did not your said wife die on or about the 12th of August, 1824?

3d. At the date of the marriage aforesaid, was or was not your said wife residing on the plantation of her deceased husband, Benjamin Bynum; which plantation was situated on Lake Concordia, in said parish and State?

4th. At the date of your marriage, had or had not your wife the five following children, namely: Nancy, aged about 12 years; Benjamin, 10; Mary, 8; Harriet, 4; Francis, about 2 years old? When did the child Francis die; was or not Harriet about 4 years old when you married?

5th. Did you or not, at the date of your marriage, have an inventory of the property made belonging to the estate of Benjamin Bynum, as found upon the Lake Concordia plantation?

6th. Did you or not have an appraisement and inventory made in

1820, when the said property was removed to the rear of your Somerset plantation?

7th. Did you or not have an inventory and appraisement made of the estate of Benjamin Bynum, or of Mrs. Mary Perkins, at the date of her death, in August, 1824?

8th. Were or not the inventories and appraisements of the estate of Mrs. Mary Perkins and Benjamin Bynum, dated the 2nd day of March, 1827, the first legal showing you caused to be made of your administration of said estates?

9th. Did you or not ever qualify yourself, by authority of the probate court of Concordia, to administer the estates of Benjamin Bynum or Mrs. Mary Perkins, previous to the year 1827? If you answer this question in the affirmative, then present to this honorable court a copy of your application, appointment, and the bonds given by you.

10th. Did you or not, when you removed the Bynum property to the rear of Somerset, in 1820, receive authority so to do from the probate court of Concordia? If you answer this question in the affirmative, then present to this honorable court a certified copy of the permission granted to you by said court.

11th. Did you or not, at the time of your marriage with Mrs. Bynum, have a family meeting called to sanction her marriage? If you answer in the affirmative, then exhibit to this honorable court a certified copy of the proceedings had by said meeting.

12th. Did you or not, for a number of years, act as clerk, and afterwards as judge of the probate court of the parish of Concordia? When did you resign as judge of said court?

13th. Did or did not Mrs. Bynum, in February, 1816, apply to you, in your official capacity, for authority to cause an inventory and appraisement of her deceased husband's estate to be made? Look at exhibit A, and say if you do or do not believe it to be a true copy of the inventory and appraisement of Benjamin Bynum's estate, and received by you in your official capacity as such?

14th. Do you or not know, or believe, that the 46 negroes named in the inventory of 1816 were the negroes, with their increase, that Benjamin Bynum brought with him from South Carolina, when he emigrated to the State of Louisiana? Did the said Benjamin Bynum, from the time of his settlement in Louisiana up to the time of his death, purchase any negroes? If you answer that he did purchase negroes, state their names and ages, and from whom purchased.

15th. Did or did not Mrs. Bynum, during the widowhood, that is, from the 6th November, 1815, until 12th August, 1818, purchase the following 10 negroes, namely: Sarah, Omey, Ben, Caleb, Abraham, Judah, Rose Davidson, Black Maria, Sam, and Yellow Maria?

16th. Did or did not Mrs. Bynum inherit the following 11 negroes, namely, from her brother William Rives, Lucy, aged 40; Rose, 22; Selina, 20; Jack, 16; Jim, 11; Suzey, 8; Peter, 14; from the estate of her brother, Henry Rives, Abb, 35, and her son George, 17; and from the estate of Francis Bynum aforesaid, James and John? Were

not the negroes, John and James, burthened with a debt of between eight and nine hundred dollars due to Sugars Turner, one of the heirs of Francis Bynum?

17th. Does or not the tax list of the parish of Concordia, dated March, 1818, shew that the Bynum estate was taxed for 66 negroes, 15 horses and mules, 70 head of horned cattle, 1,000 arpents of land on Lake Concordia, valued at $4,000?

18th. When you returned the Bynum property to the heirs in 1827 and 1828, did you return to them, or either of them, more than 60 head of cattle, and the 6 mules, allotted to them in the inventory of the estate of B. Bynum and Mrs. Mary Perkins, dated 2d March, 1827? If to this question you answer, that you delivered a greater number of cattle or mules than is in said inventories set down, state to whom you delivered them, and how many more there were of each.

19. Were or not the following sums of money due to the estate of Benjamin Bynum and Mrs. Mary Bynum, and collected by you after the marriage, viz: May 2d, 1820, from Henry Rives, $196; collected from Francis Bynum, May 3, 1819, $366; 3d May, 1819, F. & P. F. Bynum's note, and interest, 63\frac{90}{100}$; April, 1823, collected from the estate of Henry Rives, jr., 216\frac{66}{100}$; January 3d, 1831, from David and Thomas Alexander, $1,115$\frac{69}{100}$; money loaned Mr. Rives, 108.18\frac{3}{4}$?

20th. Did or did not Mrs. Bynum, to your knowledge receive, on or about the month of January, 1818, from her brother, Charles Rives, for a like sum of money which she had loaned to the curator of the estate of her father, Henry Rives, senr., $1,400; from Charles Rives, on or about the same time, for money which Mrs. Bynum had loaned to his brother, Mr. Rives, $1,281$\frac{60}{100}$?

21st. Were you or not, at the date of your marriage, cultivating a plantation of your own, in the parish of Concordia, called Somerset? Of how many acres of land did your said plantation then consist?

22d. Does or not the tax list of Concordia, dated March, 1818, represent you as possessing 58 negroes, 60 head of horned cattle, 12 horses, and 1,077 acres of land, valued at $1,000?

23d. Did you or not, in 1812, purchase from Francis Bynum, for the sum of $26,660, (twenty-six thousand six hundred and sixty dollars,) the 20 negroes, as in this bill set forth? How many of the notes given for the said purchase did you pay from August 12, 1818, until 1827?

24th. Did you or not, before your marriage in 1818, apply to and receive from the bank, State of Mississippi, the sums of money in this bill set forth? Did you not finally pay and discharge the said two notes on or about the year 1822?

25th. Did you or not, in 1818 and 1819, ship the crops of cotton raised on your Somerset plantation, and the crops raised on the Lake plantation, in your own name, and to the same merchant, and were they not sold and credited to your individual account indiscriminately?

26th. Do you or not claim to have raised on your Somerset planta-

tion, from 1818 until 1824, the following crops of cotton: 1818, 210 bales of cotton; 1819, 205 bales; 1820, 231 bales; 1821, 321 bales; 1822, 246 bales; 1823, 88 bales; 1824, 268 bales? In answering this question, state how much your crops sold for in each and every of those years. State, also, how many bales of cotton you raised in 1825, 1826, and 1827, and how much your crops sold for in each and every of those years.

27th. Please examine exhibit D, and say if you did not pay Dr. James Smith, of Baltimore, for the board, tuition, and clothing of your step-daughter, Harriet, from the 1st of July, 1825, until the 15th of September, 1830, while she remained in Baltimore, the sum of $\$2,603\frac{60}{100}$, as in the account of the said James Smith is set forth.

28th. Does or not the tax list of Concordia, before referred to, dated March, 1818, show you to be possessed of $1,077 acres of land, valued at $1,000?

29th. Does or not the tax list of the same parish, for the year 1826, show you to be possessed of 3,317 acres of land taxed in one item, and valued at $20,000; also, 609 acres of land on Lake Saint John, valued at $1,200? When and from whom did you acquire the lands on Lake St. John? Was or was not the item of 3,317 acres intended to represent the lands purchased by you in the neighborhood of your Somerset plantation, (the Somerset plantation included,) from 1818 until 1826?

30th. Did you or not purchase from Arthur Mahan the tract of land in this bill set forth, and for the price set forth?

30th. Did you or not erect on said land an expensive establishment called the Briers? How much did said establishment, with all the improvements thereunto attached, the grading of the ground, &c., cost you?

31st. Did you or not purchase from Elihu Hall Bay, on the 5th of January, 1819, the tract of land in Claiborne county, Mississippi, as in this bill set forth?

32d. Did you or not purchase from Sugars Turner in March, 1824, the tract of land in Claiborne county, Mississippi, as in this bill set forth?

33d. Did you or not retain out of the Bynum estate, or the estate of Mrs. Mary Perkins, the following negroes, namely: Cook, Lucy, Arthur, Abby, George, and Suzey?

34th. Had you or not employed about your establishment, at Natchez, the following negroes, namely: Mony, Nathan, Sarah, Nace, Arthur, Lucy, and Wheeler? Did not Lucy and Wheeler die while at Natchez? Did not these two negroes belong to the estate of Benjamin Bynum?

35th. Did or not the following negroes die at Somerset, as in this bill set forth, namely: Chloe, aged about 35 years; Zinger, 27; Jacob, 29; Jenny, child of Money, 4; Miles, 5; Peter, the child of Cook, 5; Eliza, the child of Dinah, 5; Harry, the child of Juno, 6; Solomon, the child of Milly; Jim, the child of Milley, 3; Abby, the child of Cook and Lucy, 3; Nace, 30; Sally, 28; Jim, killed by the falling of a tree, 28 years of age?

36th. Did you not hire the Bynum plantation to several tenants after

the removal of the negroes, &c., to Somerset? For how many years did you hire it? Was or was not the gin-house burnt down when the plantation was in the occupancy of one of your tenants? What year was the gin-house burnt down?

37th. Did you or not purchase an establishment in Lexington, Kentucky, for a summer residence? When did you purchase it? When did you sell it? What did [you] give for it? What did you sell it for?

38th. When the Bynum force, &c., was removed from Lake Concordia, did they or not settle upon a piece of land in the rear of your Somerset plantation, about three miles from the Mississippi river? Did they not erect thereon a negro quarter, and clear some land? How long did they continue to occupy said land before you removed them to your Somerset plantation, and worked them with your own negroes? Were not the Bynum negroes, when they first settled in the rear of Somerset, under an overseer, who had accompanied them from Lake Concordia? Had you not at that time an overseer of your own? Were not the two places entirely distinct and separate? Was or not the purchase from Gemaliel Pease and wife the tract of land on which the Bynum negroes settled?

39th. Have you or not retained, and do you not claim, as your individual property, all the lands purchased by you during the coverture, including the tract of land upon which the Bynum force first settled?

40th. Have you or not retained, and do you not claim, as your individual property, or have you not sold, and appropriated to your own use the funds derived from the sale of the real estate purchased by you in Claiborne county, and in Adams county, Mississippi, and in Lexington, Kentucky?

41st. After the removal of the property of your step-daughter Harriet, from Louisiana to Claiborne county, Mississippi, as in this bill set forth, did you or not act as the guardian of the said Harriet in said county and State? Is not exhibit E a copy of your account, as guardian, rendered to the probate court of Claiborne county as aforesaid, exhibiting your step-daughter 399.16 dollars in your debt? Is or is not exhibit F a continuation of your said account? Was not the five hundred and fifty dollars and eighty-one cents due to you, as represented by said account, paid by Fourniquet's check, on the Planters' Bank, Natchez, in your favor for a like sum? Did you or not receive from said Planters' Bank the amount of said check in cash?

Your orators further represent, that Mrs. Mary B. Eskridge, formerly Bynum, and Martin W. Ewing, and Nancy S. Ewing, formerly Bynum, his wife, are joint heirs with your orators in the estate of Benjamin Bynum; and that Mrs. Mary B. Eskridge, M. W. Ewing and wife, and John and William Perkins, are joint heirs in the estate of Mrs. Mary Perkins; which parties your orators are not permitted to join with them in this bill—all of whom being excluded from the participation in this suit, entitles your orators to recover one third of whatever amount the said Perkins may be condemned to pay and allow for his illegal and unauthorized administration of the estate of Benjamin By-

num, and one-fifth of the amount that may be awarded against him in favor of the representatives of the estate of Mrs. Mary Perkins, or for such other share as the case stated and the laws of the State of Louisiana entitles your orators to receive from either or both of the said estates.

And, upon final hearing, may it please your honors to order and adjudge that the said Perkins account to and with your orators for their proportionate share of all the demands that have been set forth in this bill, with such other matters as may be discovered by the answer of the said Perkins, together with lawful interest thereon, to which, upon the facts aforesaid, they are entitled.

And that your honor grant to your orators all such other and further relief in the premises, as the case presented entitles them to, and which to equity and good conscience shall seem meet.

And, as in duty bound, your orators will ever pray, &c.

E. P. FOURNIQUET,
HARRIET J. FOURNIQUET.
JOHN HENDERSON, *Solicitor*.

Exhibit A.

Benjamin Bynum's estate.

To the honorable parish judge of the parish of Concordia, State of Louisiana.

The petition of Mary Bynum, widow of Benjamin Bynum, late of the parish of Concordia, and State aforesaid, deceased, humbly represents, that the said Benjamin Bynum died possessed of certain goods, chattels, lands, and tenements, within the said parish. Your petitioner, therefore, humbly prays that she may be appointed curator to the estate of said deceased; and your petitioner, as in duty, will ever pray, &c.

Signed, MARY BYNUM.

CONCORDIA, 18*th February*, 1816.

Let the prayer of the foregoing petition be granted, on the requisites of the law being complied with. February 18, 1816.

Signed, JOHN PERKINS, *J. P. C.*

A just and faithful inventory of all and singular the goods and chattels, lands and tenements, rights and credits, which belonged to Benjamin Bynum, within the parish of Concordia, State of Louisiana, late deceased, to wit:

One bed	$18 00
One mattress	8 00
One bolster	3 00
Two sheets	4 00
Two blankets	6 00
One quilt	6 00
One musquito bar	8 00
One ditto	10 00
Three ditto	20 00
One bed, bolster, and pillows	25 00
One mattress	10 00
Fifteen sheets belonging to bedding	38 00
Six blankets	27 00
One looking glass	1 00
One barrel or keg of tar	5 00
One chest	1 50
Four tables	8 00
Ten chairs	5 00
Two doz. plates	2 00
One and one half doz. cups and saucers	1 37½
Two tea pots	0 75
Four bowls	0 50
Two pepper boxes	0 50
Two salt stands, two milk pots, sixteen tumblers, three dishes, $2 12½; two tea pots, one coffee pot, two sugar dishes, two candlesticks, and 13 old books, $7 62½	9 75
Eighteen pots, ovens, &c.	18 00
Twenty-two farming hoes	10 87½
Six spinning wheels	18 00
Two bridles	2 50
Two pair smoothing irons	6 00
One doz. knives and forks	2 00
Carpenters' tools, axes, harness, &c.	75 00
Wagon, &c.	100 00
Four thousand pounds of bacon	400 00
Hogs' lard, &c.	21 00
One hundred and fifty bushels corn	75 00
Seventy-five bushels peas	37 00
Three stone jugs	3 00
Eight mules	400 00
Two horses	180 00

Inventory—Continued.

Stock of cattle in the woods, supposed to be 65 head -	$325 00
Do hogs in ditto 50 head - - - - -	30 00
Poultry yard - - - - - -	25 00
Five bales damaged cotton - - - -	250 00
One negro man, named Will, about 35 years of age -	800 00
One ditto woman, named Lucy, 36 years of age -	400 00
One ditto man, named Parker, 20 years of age -	600 00
One ditto boy, named Claiborne, 11 - -	350 00
One ditto ditto James, 7 - -	200 00
One ditto girl, named Sukey, 17 - -	400 00
One ditto ditto named Judy, 14 - -	350 00
One ditto ditto named Jane, 9 - -	200 00
One ditto ditto named Eldens, 3 - -	150 00
One negro man, named Daniel, 38 - -	300 00
One ditto woman, named Chloe, 35 - -	400 00
One ditto boy, named Daniel, 5 - -	250 00
One negro boy, child, named Miles, 1 - -	90 00
One ditto girl, named Jude, 14 - -	350 00
One ditto wench, named Diner, 21 - -	400 00
One ditto girl, named Rose, 5 - -	150 00
One ditto girl, child, named Eliza, 1 - -	80 00
One ditto man, named Simon, 40 - -	600 00
One ditto woman, named Juno, 22 - -	400 00
One ditto boy, named Jack, 4 - -	200 00
One ditto girl, named Hannah, 10 - -	200 00
One ditto ditto named Sally, 8 - -	175 00
One ditto ditto named Rachel, 2 years - -	80 00
One ditto man, named Mainbo, 37 - -	500 00
One ditto woman, named Sally, 27 - -	400 00
One ditto boy, named Abram, 6 - -	200 00
One ditto girl, named Polly, 4 - -	150 00
One ditto ditto named Chany, 2 - -	80 00
One ditto man, named Frank, 37 - -	500 00
One ditto woman, named Mony, 27 - -	400 00
One ditto boy, named Alexander, 3 - -	150 00
One ditto child, named Anderson, 1 - -	80 00
One ditto woman, named Milly, 25 - -	400 00
One ditto boy, named Edward, 5 - -	200 00
One ditto child, named Samuel, 6 months -	50 00
One ditto woman, named Sarah, about 65 - -	100 00
One ditto man, named Peter, 21 years - -	600 00
One ditto girl, named Nelly, 18 years - -	400 00
One ditto man, named Nace, 40 years - -	550 00
One ditto woman, named Sarah, 35 years - -	450 00
One ditto man, named Cook, 40 years - -	550 00

Inventory—Continued.

One negro man, named Jacob, 27 years - -	$600 00
One ditto man, named Wheeler, 25 years - -	600 00
One ditto man, named Lewis, 22 years - -	600 00
One ditto man, named William, 21 years - -	600 00
One ditto man, named Zingo, 27 years - -	300 00
1,000 arpents of land, with all and singular its appurtenances, situated on Lake Concordia - - - -	4,000 00
Cash, one thousand dollars - - - - -	1,000 00
Small claim, on open account, against Daniel Clifton for	50 00
Ditto against Francis A. Bynum, note - -	300 00
Ditto against Robert Moore, open account - -	10 00

THE STATE OF LOUISIANA,
Parish of Concordia:

I, John Perkins, judge in and for the parish aforesaid, certify, that the foregoing contains a true and correct inventory of all and singular the goods and chattels, lands and tenements, rights and credits, which belong to the late Benjamin Bynum, of the parish aforesaid, at his decease, which hath been shown to me, or otherwise come to my knowledge; and that the same was taken in due form, under the provisions of the law in such cases made and provided.

Given under my hand this eighth day of February, A. D. 1816.

(Signed) JOHN PERKINS, *J. P. C.*

THE STATE OF LOUISIANA,
Parish of Concordia:

We, the undersigned, duly appointed and sworn appraisers to appraise and value all and singular the goods and chattels, lands and tenements, which belonged to the late Benjamin Bynum, of said parish, at his decease, do certify, that the foregoing sums annexed to the items contained in the foregoing inventory is a true and correct appraisement and valuation of the same, to the best of our knowledge and judgment, and that the inventory contains all the property of said deceased which hath been shown to us, or otherwise come to our knowledge.

Given under our hands, this 8th day of February, 1816.

Signed, SAMUEL THORNBERRY,
CHARLES REIVIS,

Exhibit B.

John Perkins, curator ad bona and tutor to the minor heirs respectively of the succession of Mrs. Mary Perkins, deceased, in account with said succession.

DR.			
This accountant charges himself as follows, to wit:			
Amount of inventory, taken 2d March, 1827 -		–	$6,325 00
One-half of the acquests and gains in community with the late Mr. Bynum, deceased, which sum is placed to the order of the accountant in the settlement of that estate, items next below, to wit:			
1040 acres of land on Lake Concordia, Louisiana - - - -	$10,000	$5,000	
16 negroes - - - -	4,200	2,100	
4 mules - - - -	200	100	
60 head cattle - - - -	200	100	
Francis Bynum's note and interest -	366	183	
			7,483 00
Amount of inventory contained in supplement—			
Negro boy Arthur - - - -		–	250 00
			$14,058 00
CR.			
This accountant prays allowance as follows, to wit:			
For this sum, being the appraised value of a negro boy called Peter, having died since the inventory was taken			$300 00
This sum, paid office fees for inventorying, and finally allowing settling this account - - - -			55 00
This sum, being the price of the boy Arthur, given John -			250 00
This amount of property on hand, subject to adjudication under the provision of the law in such case made and provided - - - - - -			13,453 00
			$14,058 00

Your accountant exhibits a further account, showing the necessary expenditures for the use of the estate, and maintaining the family, schooling the children, &c., together with the receipts arising out of said estate.

Statement B—Continued.

He charges himself as follows, to wit:	
For this sum, being the amount of crop of 1818, 85 bales, weighing 35,202 lbs., sold in New Orleans by McNeill, Fisk & Rutherford, 10th May, 1819, at 18 and 20 cents, as will be seen by their account of sales, which is herewith presented. Grs. amount $7,016.42; charges $344.34; nett proceeds - -	$6,672 08
For amt. of crop of 1819, 68 bales, weighing 25,666 lbs., sold by McNeill, Fisk & Co., at 16 and 17 cents, on the 1st and 2d April, 1820. Grs. amount $4,531.12; charges $251.11 - - -	4,100 01
Those years averaged 30,434 lbs., a criterion for the following years, after the hands were moved and worked with others, to wit:	
For the year 1820, the average quantity 30,434 lbs., sold in New Orleans at 16.60. Grs. amount $5,052.04; charges $300; nett proceeds - - - -	4,752 04
For the year 1821, the average quantity 30,434 lbs., sold in New Orleans at 16.60. Grs. amount $5,052.04; charges $300; nett proceeds - -	4,752 04
For the year 1822, the average quantity 30,434 lbs., sold in New Orleans at 12 cents. Grs. amount $3,652.08; charges $300; nett proceeds - -	3,352 08
For the year 1823, overflow; for the labor of hands that fall, making levee - - - - -	1,000 00
For the year 1824, the average quantity 30,434 lbs.; from that deduct one-fourth destroyed by an overflow, leaves 22,826 lbs., sold in New Orleans at 15¼ cents. Grs. amount $3,480.96½; charges 300; nett proceeds	3,180 96½
For the year 1825, the usual quantity 30,434 lbs., sold in New Orleans at $12 05 cents. Gross amount $3,667.29; charges 300; nett proceeds - -	3,367 29
For the year 1826, deduct from the usual quantity one-fourth destroyed by overflow, leaves 22,826 lbs., sold in New Orleans at 10¾ cents. Grs. amount $2,463 79; charges $300; nett proceeds - -	2,163 79
For this sum, from Hollyday and others, for rent of plantation on Lake Concordia - - -	2,620 00
For this amount, for a piece of land sold by the deceased, and money loaned Mr. Reeves - - -	1,087 18¾
For this sum, from Colo. Turner Bynum - -	63 90
For this sum, to balance account - - -	7,388 61¾

He claims allowance as follows, to wit:	
For this sum, being the expenditures for the use of the hands in making the crop of 1819, including overseer's wages, bagging and cordage, taxes, &c. - -	$2,000 00
For this, for general expenditures for use of family, schooling, &c., for same year, and part of 1818 -	4,000 00
For this amount, for general expenditures for use of hands for 1820 - - - - -	1,500 00
For this amount, for general expenditures for use of family, same year, including schooling, &c. -	2,500 00
For this amount, for general expenditures for use of hands, 1821 - - - - - -	1,500 00
For this amount, for general expenditures for use of family same year, including schooling, &c. - -	2,500 00
For this amount, for general expenditures for use of hands, 1822 - - - - - -	1,500 00
For this amount, for general expenditures for use of family same year, including schooling, &c. - -	5,000 00
For this amount, for general expenditures for use of hands, 1823 - - - - - -	1,500 00
For this amount, for general expenditures for use of family same year, including schooling, &c. - -	4,000 00
For this amount, for general expenditures for use of hands, 1824 - - - - - -	1,500 00
For this amount, for general expenditures for use of family same year, including schooling, &c. - -	5,000 00
For this amount, for general expenditures for use of hands, 1825 - - - - - -	1,500 00
For this amount, for general expenditures for use of family same year, including schooling, &c. - -	4,000 00
For this amount, for general expenditures for use of hands, 1826 - - - - -	1,500 00
For this amount, for general expenditures for use of family same year, including schooling, &c. - -	5,000 00
	$44,500 00
	$7,388 61¾

STATE OF LOUISIANA,
Parish of Concordia, ss:

Before me, the undersigned, parish judge and ex officio judge of probates in and for said parish, personally appeared John Perkins, the within named accountant, and, being duly sworn, deposes and says, that the within account, setting forth a full and final administration by him of the estate of Mrs. Mary Perkins, deceased, within the said parish, for account of the heirs of the said deceased, he verily believes to be just and true; and that, in regard to the charges therein made for expenditures, he hath not preserved any detailed accounts showing the particular sums expended, but he doth well know that they are in the said account set down and stated at less than what he hath actually paid and advanced in the said expenditures.

JOHN PERKINS.

Sworn to and subscribed, this twenty-ninth day of May, 1827, before me,

ROBERT OGDEN,
Parish Judge and ex officio Judge of Probates.

STATE OF LOUISIANA,
Parish of Concordia:

At a special court of probates, in and for the said parish, this 29th May, 1827; present, Robert Ogden, judge; George S. Guion, clerk; in the matter of the succession of Mrs. Mary Perkins, deceased.

JOHN PERKINS, Curator and Tutor, &c.,
vs.
THE SAID SUCCESSION.

On submission of final administration account appeared the said plaintiff as curator ad bona and tutor respectively to the minor heirs of the said succession, and Martin W. Ewing, representing his wife Mrs. Ann Ewing, and as curator ad lites and under tutor respectively to the said minors; and upon an examination of the said account, and the testimony adduced, it is ordered, adjudged, and decreed, that the said account be allowed and confirmed, subject to whatever opposition may be made and sustained on the part of the said heirs, as by law prescribed; the time within which said opposition may be received being, by consent of the parties aforesaid, hereby extended to the 10th day of August next; after which, no opposition being made, this judgment to be absolute.

ROBERT OGDEN, *Judge of probates.*
Attest: GEORGE S. GUION, *Clk.*

STATE OF LOUISIANA, *parish of Concordia, ss:*

I, Robert Ogden, judge of probates in and for the parish aforesaid, do hereby certify, that the foregoing is a true copy of the original administration account now remaining on file in my office.

Given under my hand, and the seal of my office, this 6th day of Feb'y, A. D. 1828.

[SEAL.] ROBERT OGDEN,
Judge of probates.

Exhibit C.

John Perkins, curator ad bona and tutor to the minor heirs respectively of the succession of Mr. Benjamin Bynum, deceased, in account with said succession.

Dr.			
This accountant charges himself as follows, to wit:			
For negroes originally brought in the stock by deceased, at his marriage with Mrs. Bynum, with their increase, to wit, 44 in number, valued 2d March, 1827, at -		-	$11,450 00
For amount of the appraised value of acquests and gains of community with Mrs. Bynum, to wit, 1,040 acres of land on Lake Concordia, Louisiana, valued at - - -		$10,000 00	
16 negroes, to wit:			
Frank, 50 years of age, - -	$200		
Mariah, 40 " " his wife,	300		
Alexander, 14 " " their son,	350		
Anderson, 9 " " "	250		
Fanny, 7 " " - -	200		
Lucy, 5 " " - -	200		
Parker, 3 " " - -	150		
Frank, 1 " " - -	100		
Children of Sally, deceased, to wit:			
Abram, 16 years of age, - -	200		
Polly, 14 " " - -	300		
Chaney, 12 " " - -	250		
Tom, 5 " " - -	200		
Milly, 37 " " - -	350		
Ned, 16 " " - -	400		
		13,450 00	
Billie, 33 " " - - -		300 00	
Lewis, 33 " " - - -		450 00	
4 mules, - - - - - -		200 00	
60 head of cattle, - - - - -		200 00	
Francis A. Bynum's note, with interest, -		366 00	
			14,966 00
This sum, being the proceeds of a negro girl, called Hannah, sold in the spring of 1825,		-	470 00
For amount of chest carpenters' tools, included in the inventory and omitted in this acct.		-	5 00
			$26,891 00

Statement C—continued.

Cr.		
This accountant claims allowance as follows, to wit:		
For one-half the amt. of the appraised value of the acquests and gains of the community of Mrs. Bynum, carried to his debit in the settlement of Mrs. Perkins' estate, to wit:		
1040 acres of land on Lake Concordia, Louisiana, valued at - - - - $10,000	$5,000 00	
16 negroes, valued at - - - 4,200	2,100 00	
4 mules, valued at - - - 200	100 00	
60 head of cattle, valued at - - 200	100 00	
Francis A. Bynum's note, - - 366	183 00	
		$7,483 00
This sum, being the price [of] Ellenor, a negro girl, given by the deceased to Anne, now Mrs. Ewing, - - - - - - -	-	$350 00
This sum, being the price of James, a negro boy given Benjamin, - - - - -	-	450 00
This sum, being the price of George, a negro boy, son of Will, given Mary, - -	-	250 00
This sum, being the price of Will, a negro boy, the son of Will, given Harriet, - -	-	200 00
This sum, paid office fees for inventorying and finally allowing and settling account, -	-	55 00
This amount of property on hand, subject to adjudication under the provision of the law in such case made and provided, - -	-	18,103 00
		$26,891 00

State of Louisiana, *Parish of Concordia, ss:*

Before me, the undersigned, judge of probates, personally appeared John Perkins, the within named accountant, and, being duly sworn, deposes and says, that the within account, setting forth a full and final administration by him of the estate of Benjamin Bynum, deceased, for account of the heirs of the said deceased, is just and true.

JNO. PERKINS.

Sworn to and subscribed, this twenty-ninth day of May, 1827, before me,

ROBERT OGDEN,
Judge of Probates.

State of Louisiana, *Parish of Concordia, ss:*

At a special court of probates, in and for the said parish, this 29th day of May, A. D. 1827; present, Robert Ogden, judge; George S. Guion, clerk; in the matter of the succession of Benjamin Bynum, deceased.

JOHN PERKINS, curator and tutor, &c.
vs.
THE SAID SUCCESSION.

On submission of final administration account.

Appeared the said plaintiff, as curator ad bona and tutor respectively to the minor heirs of the said succession, and Martin W. Ewing, representing his wife, Mrs. Ann Ewing, and as curator ad lites and undertutor respectively to the said minors; and, upon an examination of the said account and the testimony adduced, it is ordered, adjudged, and decreed, that the said account be allowed and confirmed, subject to whatever opposition may be made and sustained on the part of the said heirs, as by law prescribed; the time within which such opposition may be received being by consent of the parties aforesaid hereby extended to the 10th day of August next; after which, no opposition being made, this judgment to be absolute.

ROBERT OGDEN, *Judge of probates.*
Attest: GEORGE S. GUION, *Cl'k.*

STATE OF LOUISIANA, *Parish of Concordia, ss:*

I, Robert Ogden, judge of probates in and for the parish aforesaid, do hereby certify, that the foregoing is a correct copy of the original administration account, on file in my office.

In testimony whereof I have hereunto set my hand, and the seal of my office, this 7th day of February, A. D. 1828.

[SEAL.]

ROBERT OGDEN,
Judge and not. pub.

Exhibit D.

BALTIMORE, 1*st January*, 1830.

John Perkins, esq., to James Smith, DR.

1825	For board, clothing, and schooling your daughter, Harriet Bynum, from 1st July to 30th December, ½ year - - - -	$250 00
1826	For board, clothing, and schooling, from 1st January to 31st December, one year - -	500 00
1827	For board, clothing, and schooling, from 1st January to 31st December, one year - -	500 00
1828	For board, clothing, and schooling, from 1st January to 31st December, one year - -	500 00
1829	For board, clothing, and schooling, from 1st January to 31st December, one year - -	500 00
		$2250 00

Received payment in full. JAMES SMITH.

Carried over.—*John Perkins to James Smith*, Dr.

1830	For board and schooling Harriet Bynum, from 1st July, 1825, to 31st December, 1829, 4½ years, as per statement within - - -		$2250 00
1830, Sept. 15	For board and schooling Harriet Bynum, from 1st January to this date, being 8½ months - -		353 60
			$2603 60
	Cr.		
	By payment on account - -	$2250 00	
	balance of account - -	9 22	
	check, dated 9th April - -	250 00	
			2509 22
			$94 38

1831, January 31. Received of John Perkins, esq., ninety-four dollars and thirty-eight cents, in full of the above account.

JAMES SMITH.

Exhibit E.

Miss Harriet J. Bynum in account current with John Perkins, her guardian.

1832,	Dr.	
April	To this sum being the amount of Judge Eskridge's account against minor for sundries, as per voucher No. 1 - - - - -	$1,118 33
1833,		
April	To this sum being the amount of current expenses for the year past of said minor, as per voucher No. 2 - - - - -	502 99
	To this sum being the amount of office fees in the orphan's court of Claiborne county, as per voucher No. 3 - - - - -	7 00
		$1,628 32

	Cr.	
1833.		
	By amount of minor's interest in Long Branch plantation, and hire of negroes to Judge Eskridge for the year eighteen hundred and thirty-two, being one-half of said plantation and negroes thereon at work - - -	$1,200 00
	By this sum, received of S. Davis, esq., for rent of lands once owned by minor in the parish of Concordia, La. - - -	29 16
	This sum in favor of guardian on this acct. -	399 16
		$1,628 32

Examined and allowed.
(Signed) P. A. VANDORN, *J. P.*

THE STATE OF MISSISSIPPI, *Claiborne county:*

I, Lucas Gee, clerk of the probate court in and for said county, do hereby certify, the within and foregoing to be a true transcript from the records in my office.

Given under my hand and seal of said court, this 17th day of May, in the year of our Lord 1834.

[SEAL.]

LUCAS GEE, *Clerk.*

Exhibit F.

Miss Bynum to J. Perkins, her guardian, DR.

1833.	To this sum on balance of account, allowed and approved at the April term of 1833, in Claiborne county - - - -	$399 16
April 14	To cash, at the Briers - - -	50 00
17	To do. do. - - - -	100 00
	Fees for recording deed, Jno. Perkins to E. P. Fourniquet - - - -	1 65
		$550 81

Received the above sum of five hundred and fifty dollars and eighty cents, in full, May 27, 1834. JOHN PERKINS.

Exhibit G.

NATCHEZ, *May* 26, 1834.

Planters' Bank, pay to John Perkins, on account H. J. B, or bearer, five hundred and fifty $\frac{81}{100}$ dollars.
$550.81. E. P. FOURNIQUET.

Exhibit H.

Edward P. Fourniquet and wife to John Perkins, release.

Received, Natchez, May 27, 1834, of John Perkins, in settlement of all accounts, debts, dues, and demands whatsoever, to the present day, one hundred dollars in full. Having, on a previous occasion, received from him, as guardian of my wife, Mrs. Harriet J. Fourniquet, late Miss Bynum, all the estate, portion, and share she inherited by the death of her late father, Benjamin Bynum, late of Concordia, Louisiana, deceased, or her mother, Mrs. Mary Perkins, of the county of Adams and State of Mississippi, and brother, Benjamin S. Bynum, of the county of Claiborne, State last aforesaid, deceased; and do, by these presents, jointly with my said wife, release and forever discharge the said Perkins, either as guardian or otherwise, growing out of the estates aforesaid, or in any other manner or shape whatsoever, and forever exonerate him, by these presents, his heirs, executors, and administrators, therefrom.

In witness whereof we have hereunto set our hands and seals, the day and year first above written, to wit, in the year of our Lord one thousand eight hundred and thirty-four, in the presence of Elisha Bell and John E. Maddux, whose names are hereunto subscribed as witnesses thereto. The said John Perkins being also personally present, and by these presents accepting.

Signed, sealed, and delivered.

Signed, E. P. FOURNIQUET, [SEAL.]
HARRIET J. FOURNIQUET, [SEAL.]
JOHN PERKINS. [SEAL.]

Witness present—
ELIJAH BELL,
JOHN E. MADDUX.

STATE OF MISSISSIPPI,
Adams county:

Personally, before me, Woodson Wren, a justice of the peace for the county of Adams, appeared E. P. Fourniquet and Harriet J. Fourniquet, his wife, and John Perkins, whose names are subscribed to the foregoing instrument, and acknowledged that they signed, sealed, and delivered the same as their act and deed, on the day and for the uses and purposes therein mentioned.

Given under my hand and seal the 28th May, 1834.

Signed, WOODSON WREN. [SEAL.]

STATE OF MISSISSIPPI,
Adams county:

I, Fleming Wood, clerk of the probate court for the county aforesaid, do certify, that Woodson Wren, whose proper signature is subscribed to the above acknowledgment, is, and was at the time of his

subscribing the same, a justice of the peace in and for said county, duly elected, commissioned, and qualified as such, and that all his acts as a justice of the peace are entitled to full faith and credit.

Witness my hand and official seal, this 28th day of May, 1834.

Signed, F. WOOD, *Clerk*. [SEAL.]

STATE OF LOUISIANA,
Parish of Concordia, ss:

I, George W. Keeton, judge of the said parish, duly commissioned and qualified, do hereby certify and attest, unto all whom it may or doth concern, that Harriet J. Bynum, wife of Edward P. Fourniquet, and Edward P. Fourniquet and John Perkins, personally appeared before me and acknowledged that they signed and sealed the foregoing instrument of writing, as and for their proper act and deed. To the due execution thereof, an act being requested, the same under my seal of office to serve, and as occasion may require.

Done and passed at my office, in the town of Vidalia, on this thirteenth day of January, A. D. eighteen hundred and thirty-seven.

Signed, G. W. KEETON, *P. Judge*.

Exhibit I.

Inventory and appraisement of estate of Benjamin Bynum, deceased, dated March 2d, 1827, viz:

	1,040 acres of land on Lake Concordia				$10,000 00
1	Negro man Frank	50	years		200 00
2	" woman Maria	40	"	his wife	300 00
3	" boy Alexander	14	"	Children of Frank	350 00
4	" boy Anderson	9	"	and Maria	250 00
5	" girl Fanny	7	"	do do	200 00
6	" girl Lucy	5	"	do do	200 00
7	" boy Parker	3	"	do do	150 00
8	" boy Frank	1	"	do do	100 00
9	" man Will	50	"		300 00
10	" woman Dinah	33	"	wife of Will	400 00
11	" girl Rose	13	"	Children of Will	300 00
12	" boy George	7	"	and Dinah	250 00
13	" boy William	5	"	do do	200 00
14	" boy Robert	3	"	do do	150 00
15	" girl Celia	1	"	do do	100 00
16	" man Miambo	50	"		200 00
17	" boy Abraham	16	"		200 00
18	" girl Polly	14	"		300 00
19	" girl China	12	"		250 00
20	" boy Tom	5	"		200 00
21	" woman Judah Myers	25	"		400 00
22	" boy Edward	4	"	Children of Judah	150 00
23	" boy Harry	7	mo.	Myers	50 00
24	" man Daniel	50	years		250 00
25	" boy Little Daniel	14	"	Children of Daniel	400 00
26	" boy Patrick	13	"	do do	350 00
27	" boy Lewis	5	"	do do	200 00
28	" woman Sarah	47	years	Wife of Daniel	200 00
29	" woman Milley	37	"		350 00
30	" boy Ned	16	"		400 00

Exhibit I—Continued.

31	Negro man Billy - - -	33 years - - -	$300 00
32	" woman Sukey - -	33 " - - -	400 00
33	" boy David - -	9 " - - -	300 00
34	" boy Moses - -	7 " - - -	250 00
35	" girl Lucy - - -	5 " - - -	200 00
36	" girl Eleanor - -	3 " - - -	150 00
37	" girl Leah - - -	1 " - - -	100 00
38	" woman Judah Mooney -	25 " - - -	400 00
	Amount forward - - -		$19,450 00
	Amount brought forward - -		19,450 00
39	" girl Caroline - -	5 years } Children of Judah	200 00
40	" girl Jesse - - -	2 " } Mooney -	150 00
41	" man Simon - -	50 " - - -	200 00
42	" woman Juno - -	35 " Wife of Simon -	350 00
43	" woman Sally - -	20 " - - - }	450 00
44	" and girl Jenny - -	1 " Sally's child }	
45	" boy Jack - - -	16 " Children of Simon	400 00
46	" girl Rachel - -	14 " do do -	300 00
47	" boy Simon - -	9 " do do -	300 00
48	" girl Betsey - -	5 " do do -	200 00
49	" boy Jacob - -	3 " do do -	200 00
50	" man Peter - -	33 " - - -	450 00
51	" Old woman Sarah -	70 " - - -	100 00
52	" man Lewis - -	33 " - - -	450 00
53	" woman Nelly - -	30 " Wife of Lewis	400 00
54	" boy Charles - -	9 " - - -	300 00
55	" girl Tames - -	5 " - - -	200 00
56	" boy Henry - -	3 " - - -	150 00
57	" girl Sarah - - -	1 " - - -	100 00
58	" man Parker - -	33 " - - -	500 00
59	" girl Eleanor - -	14 " - - -	350 00
	Given by Mrs Perkins to daughter Ann.		
60	" boy Jim - - -	16 years - - -	450 00
	Given by Mrs. Perkins to son Benjamin.		
			25,650 00
	1 chest carpenter's tools, old - - - - - -		5 00
	4 mules - - - - - - -		200 00
	The stock of cattle, supposed 60 head - - - - -		200 00
			$26,055 00

Signed,

JOSEPH SMITH,
JAMES NOULEN,
Appraisers.

Witnesses:
E. JAMES SMITH,
MOSES MULHOLLAND.

29 May, 1827.

ROBERT OGDEN,
Parish judge, &c.

Inventory and appraisement of the estate of Mrs. Mary Perkins, deceased, dated March, 2d, 1827, viz:

1	Negro man	named Cook	aged 55 years			valued at	$200 00
2	" woman	" Lucy	" 40 "	wife of Cook			250 00
			Amount carried forward				$450 00
			Amount brought forward				450 00
3	" woman	named Rose	aged 22 years				400 00
4	" "	" Selina	" 20 "				400 00
5	" boy	" Jack	" 16 "	Children of Cook			350 00
6	" girl	" Susey	" 14 "	and Lucy			300 00
7	" boy	" Jim	" 12 "				300 00
8	" "	" Peter	" 10 "				300 00
9	" man	" Caleb	" 24 "				500 00
10	" woman	" Abby	" 35 "				350 00
11	" man	" George	" 17 "				400 00
12	" woman	" Rose	" 24 "				400 00
13	" boy	" Ephraim	" 4 "	children of Rose			200 00
14	" girl	" Fanny	" 2½ "	do	do		150 00
15	" girl	" Caroline	" 6 mos.	do	do		50 00
16	" man	" Big Abraham	" 21 years				200 00
17	" woman	" Judah	" 26 "				300 00
18	" "	" Black Maria	" 22 "				400 00
19	" "	" Yellow Maria	" 30 "				400 00
20	" man	" African John	" 34 "				25 00
21	" "	" Sam	" 19 "				400 00
							$6275 00
	2 mules						50 00
							$6325 00

Signed,

JOSEPH SMITH,
JAMES NOULEN,
Appraisers.

Witnesses present:
E. JAMES SMITH,
MOSES MULHOLLAND.

Supplemental.

22. Negro boy Arthur, absent in Mississippi - - - $250

$6,575

Signed,

JAMES NOULEN
JOSEPH SMITH,
Appraisers.

Witnesses present:
ANSON STANSBROUGH,
MARTIN W. EWING.

29 May, 1827.

ROBERT OGDEN,
Parish judge, &c.

Exhibit K.

Benjamin, Mary, and Harriet Bynum, for expenditures on their succession on Lake Concordia, in account current with John Perkins, guardian, &c.

Dr.

1828.			
January.	To cash paid for driving stock		$5 00
	To cash for five horses		200 00
	To cash paid overseer		638 75
	To cash paid W. C. Grissom & Co., for medicine		13 45
	To cash paid J. P. Walworth, for sundries		389 97
	To cash paid Doctor Gustine, for medical services		12 00
	To cash paid taxes		86 08
	To A. Fisk, for this amount for bagging and cordage, $69 61, interest, $1 82		71 43
	To A. Fisk, for this amount paid James Foster for shoes, $52 72, interest 78 cents		53 50
	To 7 new double and 14 single trees, *a* $4 50 each		31 50
	To 3 half worn ploughs		10 00
	To 1 new picket frow		4 50
	To 13 pair of haimes, *a* $1 25		16 25
	To 4 iron wedges		5 00
	To 5 yards tow linen, *a* 17 cents		85
	To 10 yards muslin, *a* 25 cents		2 50
	To carryall or wagon		25 00
	To 11 harrow teeth, *a* $1 25		13 75
	To 8 barrels of meal, (pork barrels)		16 00
	To 12 new hoes, *a* 75 cents		9 00
	To 12 bridle bitts, $3, 1 pr. *sny bills* for cart, $3		6 00
	To 1 iron bolt for cart tongue		75
	To 6 hoes		3 00
	To 6 barrels of seed corn, (pork barrels)		10 00
	To 344 yards tow linen, *a* 17 cents		77 48
	To 180½ yards woolsey, *a* 50 cents		90 25
	To 3 ox yokes and staples		10 00
	To 140 barrels corn, *a* 43¾ cents		60 12
	To 499 bushels from Major Minor, on Lake Concordia		200 00
	To cash paid for boat		10 00
	To cash paid Mr. Smith for 9 barrels pork, July 21, 1828		95 00
	To B. S. B., bill for pork, &c.	$14 00	
	To B. S. B., for cash paid for hauling cotton	17 25	
			31 25
			$2198 38
	To balance		$64 20

Cr.

By this sum collected by Benjamin S. Bynum of Messrs. Alexanders for hire of negroes	$379 97
By hire of the negroes at the Briers	200 00
By hire of Billy, the weaver, at Somerset, weaving	50 00
By this sum being the nett proceeds of sales of 31 bales, being the crop of cotton raised by said succession	1102 16
By this sum of a horse given B. S. B.	40 00
By B. S. Bynum, for this sum being the amount of Jos. Newman's note, uncollected, for moss picked and sold him	44 50

By the following articles sold Benjamin and Mary at the original cost, to wit :	
By 1 grind stone	$3 25
By 1 X cut saw and drawing knife	8 75
By 3 chisels and two spades	4 00
By 3 French blankets	9 50
By 1 pot and oven, $5 65, 3 chains and iron square	20 35
By 1 sett knives and forks, $1 25, plates, &c., $2	3 25
By cups and saucers, milk crocks, &c.	3 00
By 1 auger and 1 dozen axes	22 25
By 3 wooden buckets, $2 62½, spoons, 62½ cents	3 25
By 1 gimblet, stylards, and 3 hoes	5 12½
By 1 hand saw, $2, hatchet, $1, S. irons, $1	4 00
By 1 foot adze, $1, auger and chisel, $1	2 00
By 6 Morford ploughs, 3 old ploughs	50 00
By hoes, $6 88, 10 pair trace chains	14 37½
By half bushel measure	75
By slate	37½
By sorrel mare	40 00
By double trees and single trees	31 50
By 1 picket frow	4 50
By pairs of haimes	16 25
By iron wedges	5 00
By 5 yards tow linen, *a* 17—85 cents; 10 yards muslin	3 10
By 11 harrow teeth, hoes	13 75
By 12 bridle bitts, $3, snybells for cart	5 00
By cart bolt, 75 cents, ox yokes and staples, $10	10 75
By 1 ox cart	20 00
By 27 bushels corn on Lake Concordia	13 50
Balance	64 20
	$2198 38½

We, the undersigned, have examined this account, and find a balance due sixty-four [dollars] and sixty cents as above stated.

And afterwards, to wit, on the twenty-fifth day of June, A. D. 1847, there issued from said court, upon complainants' bill, the following writ of subpœna, directed to the defendant, in the words and figures following, to wit :

UNITED STATES OF AMERICA :

The President of the United States, to the marshal of the eastern district of Louisiana, greeting :

You are hereby commanded to summons John Perkins to appear before the honorable the judges of the fifth judicial circuit of the United States of America, at a circuit court, to be holden on the first Monday in August, 1844, then and there to answer a bill in chancery filed against him, wherein Edward P. Fourniquet and Harriet Jane Fourniquet, his wife, are complainants, and said John Perkins is defendant ; herein fail not, and have you then and there this writ, with your endorsement thereon, how you have executed the same.

Witness the honorable R. B. Taney, chief justice of the Supreme

Court of the United States of America, this twenty-fifth day of June, in the year of our Lord one thousand eight hundred and forty-four, and the sixty-eighth year of American independence.

For DUNCAN N. HENNAN, *Clerk*.
J. Q. A. HOIT, *Deputy Clerk*.

MEMORANDUM.—The defendant is to enter his appearance in the clerk's office on or before the first Monday of August, 1844, otherwise the bill may be taken *pro confesso*.

Upon which said writ, the marshal of the eastern district of Louisiana made the following return, to wit:

Received, 25th June, 1844, and on the 17th day of July, 1844, served copy of the within subpœna in chancery on John Perkins, by leaving same at his domicil in the parish of Tensas, in the hands of Mr. J. M. Teer, a free white person over the age of fourteen years, residing on his premises, 380 miles from New Orleans.

For A. S. ROBERTSON, *U. S. Marshal*.
J. B. ROBERTSON, *Dep'ty U. S. M.*

And afterwards, to wit, on the 25th day of June, A. D. 1844, the following order to amend complainants' bill was entered of record, to wit:

On motion of M. M. Cohen, esq., on behalf of John Henderson, solicitor for complainants, it is ordered, that the complainants have liberty to amend and alter the bill filed in this case by striking out the address thereof:

"To the honorable John McKinley, one of the justices of the Supreme Court of the United States, presiding in the United States circuit court, for the eastern district of Louisiana;" and inserting in lieu thereof the following address:

"To the honorable the judges of the circuit court of the United States, for the fifth judicial circuit, in and for the eastern district of Louisiana."

And afterwards, to wit, on the 2d day of September, A. D. 1844, being the rule day of said September, came the defendant, John Perkins, by his solicitors, R. N. & A. N. Ogden, and entered his appearance to the complainants' bill.

And afterwards, to wit, on the 30th day of September, A. D. 1844, the following order was moved and entered of record by the solicitors of defendant:

On motion of defendant's solicitors, and on cause shown, it is ordered, that the time for answering complainants' bill be enlarged until the rule day in January next.

And afterwards, to wit, on the 6th day of January, A. D. 1845, came the defendant, John Perkins, by his solicitors, Grymes & Ogdens, and filed in the clerk's office of said court his plea and answer to the complainants' bill, in the words and figures following, to wit:

E. P. FOURNIQUET AND WIFE,
vs
JOHN PERKINS.

In the circuit court of the United States, for the fifth circuit and eastern district of Louisiana.

The plea and answer of the defendant, John Perkins, to the bill of complaint and discovery of the said complainants.

This respondent, saving and reserving all benefit, &c., &c., shews, that on or about the 15th day of December, 1838, the said complainants did institute a suit in the court of probates in and for the parish of Concordia, in the State of Louisiana, against this respondent, for the same cause of action as is set forth in the said complainants' bill. That the said suit was duly and regularly transferred for trial and judgment upon all matters in issue therein to the district court of the ninth judicial district of the State of Lousiana, held in and for the said parish of Concordia, when and where such proceedings and pleadings were had, and such issue joined, as embraced the whole matter set forth and complained of in and by the said complainants' bill, in this behalf filed and exhibited; and that in the further due and lawful proceedings in said suit, and upon final hearing thereof, judgment was rendered in favor of this defendant upon all the matters in issue therein; all which will appear by a transcript of the record of the proceedings in the said suit duly authenticated, which is hereto annexed, and exhibited and made part hereof; which said judgment is final and conclusive between the said parties as to all the matters of the said complainants' bill; and this respondent pleads and sets up the same as a full and complete bar to the said bill, and prays that he may have the benefit thereof as such.

And this defendant, in support of his said plea, for answer to so much of the said complainants, as he is advised it is necessary or material for him to answer unto, he answers and says:

That he denies all the fraud and concealment, collusion and circumvention, set forth and charged in the said complainants' bill; and he especially denies that the said district court of the ninth circuit of the State of Louisiana was without jurisdiction to try and give judgment in the suit aforesaid, as is charged in the said bill; on the contrary, he avers and alleges, that the said court had by law jurisdiction thereof in manner and form, as cognizance was by the said court taken thereof; that the said judgment was rendered after a fair and a full and complete investigation and hearing of all the evidence adduced by the said complainants touching the matters in issue, and that this respondent is entitled to the full benefit thereof as a bar to the said complainants' bill; and that there exists no just reason, in law or equity, why he should not have the full benefit thereof. Wherefore, he prays that he may have the benefit thereof, and be hence dismissed without further answer, with his costs, and for all such other and further relief in the premises as justice and equity may require.

JNO. R. GRYMES,
R. N. & A. N. OGDEN,
Solicitors for defendant.

We certify that the plea in bar, pleaded as above, is in our opinion well founded in point of law.

JNO. R. GRYMES,
R. N. & A. N. OGDEN,
Of counsel.

John Perkins, the defendant, being sworn, says, that the plea in bar, as above pleaded, is not interposed for delay, and that the matter set forth in said plea as a bar to plaintiffs' action is true.

JNO. PERKINS.

Sworn to before me, this 1st January, 1845.

DUNCAN N. HENNEN,
Master in chancery and commissioner.

John Perkins, the defendant, being sworn, says, that his answer in support of the plea in bar, filed by him to the complainants' bill, is true, as well as the matter contained in said plea in bar, and that the same has not been interposed for delay.

JNO. PERKINS.

Sworn to and subscribed before me, this 9th day January, 1845.

THEO. H. McCALEB, *U. S. Judge.*

And afterwards, to wit, on the 11th day of January, A. D. 1845, the following order was moved and entered of record by one of the complainants, to wit:

On motion of E. P. Fourniquet, it is ordered by the court, that the plea in bar interposed in this case be set for argument on the first Monday of April, A. D. 1845.

And on the same day, to wit, said 11th day of January, A. D. 1845, the following order was moved and entered of record by one of the complainants, to wit:

On motion of E. P. Fourniquet, it is ordered, that he have leave to file an amended bill in this case, and that the time for filing the same be extended to the first Monday of April, A. D. 1845.

And afterwards, to wit, on the 7th day of April, 1847, this cause having been set down for argument on the plea of the defendant, said cause was submitted to the court on behalf of said defendant without argument, the complainants failing to appear either in person or by counsel.

And afterwards, to wit, on the 10th day of April, A. D. 1847, the court having maturely considered said cause as submitted, rendered the following order, dismissing complainants' bill:

This cause came on to be heard at this term, and was argued by counsel; and thereupon, upon consideration thereof, it is ordered, adjudged, and decreed, as follows, viz: That the plea of the said defendant, by him pleaded in bar to the bill of the said complainants, be sustained and adjudged a good and sufficient bar to the said plaintiffs' action as set forth in his bill, and that the said complainants' bill be dismissed with costs.

And afterwards, to wit, on the 15th day of April, A. D. 1845, came the complainants, by their solicitor, and moved the court to set aside the order dismissing their bill, and for a re-argument of the plea of said defendant in the words and figures following, to wit:

On motion of John Henderson, esq., of counsel for complainants, it is ordered, that the defendant, by his counsel, show cause on Friday next, at 10 o'clock, A. M. why the order of judgment on the defendants plea made at this term should not be set aside, and a re-argument be allowed to complainants.

And afterwards, to wit, on the 21st day of April, A. D. 1845, the motion made by complainants to set aside the order dismissing their bill, and for re-argument, was argued and submitted, as follows:

The rule herein taken by the complainants on the defendants to set aside the judgment in this case, and allow a re-argument on the defendant's plea filed herein having been called, J. Henderson, esq., appearing for the complainants, and J. R. Grymes, esq., and A. N. Ogden, esq., for the defendant, when, after hearing the argument of counsel, the court took the same under advisement.

And afterwards, to wit, on the 22nd day of April, A. D, 1845, the court having maturely considered said motion, rendered the following order thereon:

The court having maturely considered the rule taken by the complainants on the defendant to set aside the decree rendered in this case, and allow a re-argument on the defendant's plea herein, do now order and adjudge, that said rule be dismissed at complainants' costs.

And thereupon, on motion of John Henderson, esq., solicitor for said complainants, an appeal was granted said complainants from the order dismissing their bill, in the words and figures following, to wit:

On motion of John Henderson, esq., of counsel for the complainants, an appeal is allowed the complainants to the next term of the Supreme Court of the United States, from the decree rendered against them on the 10th April, 1845, upon complying with the requisitions of the law.

And afterwards, to wit, on the 14th day of June, A. D. 1845, the court made the following order, fixing the amount of bond of the complainant and appellants, to wit:

Be it known, that in the above entitled cause, upon which an appeal has been taken to the honorable the Supreme Court of the United States, it is ordered, that a bond be taken from the appellant conditioned in the sum of five hundred dollars, with John Henderson, as security.

And afterwards, to wit, on the 29th day of November, A. D. 1845, the following appeal bond was executed and filed, to wit:

Know all men by these presents, that we, E. P. Fourniquet and John Henderson, are held and firmly bound, jointly and severally, unto John Perkins, in the sum of five hundred dollars, lawful money of the United States of America, to be paid to the said John Perkins, his heirs, ex-

ecutors, administrators, and assigns; for which payment, well and truly to be made, we bind ourselves, and each of us, by himself, and each of our heirs, executors, and administrators, firmly by these presents. Sealed with our seals, and dated the twenty-ninth day of November, in the year of our Lord eighteen hundred and forty-five.

Whereas on the 22d day of April, A. D. 1845, E. P. Fourniquet and wife, complainants in a certain cause lately determined in the circuit court of the United States for the fifth judicial circuit, in equity sitting, for the district of Louisiana, wherein said E. P. Fourniquet and wife were complainants, and John Perkins, defendant, feeling aggrieved at a decree rendered by said court on the 10th day of April, A. D. 1845, dismissing their bill, have prayed for and obtained an appeal therefrom [from] the Supreme Court of the United States, returnable at the next term thereof, upon E. P. Fourniquet, executing bond with John Henderson as surety, payable to the defendant, John Perkins, in the penal sum of five hundred dollars, conditioned to pay all costs that defendant may sustain if said decree should be affirmed by the Supreme Court of the United States: Now, the condition of the above obligation is, that if we, the above bounden E. P. Fourniquet and John Henderson, will well and truly pay to the said John Perkins, the defendant in said appeal, all such costs as said Perkins may recover against us, in case said decree should be affirmed, then this bond to be in full force and virtue, otherwise to be void.

E. P. FOURNIQUET, [SEAL.]
JOHN HENDERSON. [SEAL.]

Signed, sealed, and delivered in the presence of—
F. N. HARALSON.

Depositions (on the final hearing) offered by defendant.

Circuit court of the United States for the fifth judicial circuit, holding sessions in and for the district of Louisiana.

To Wm. J. Vason, esq., commissioner. Know ye, that, reposing special trust and confidence in your integrity and ability, we hereby authorize and require you, that you call and cause to come before you George S. Holliday, and him duly examine on oath, touching and concerning certain matters and things in a case now depending in the said court, wherein E. P. Fourniquet et ux., and M. W. Ewing et ux., are plaintiffs, and John Perkins is defendant; and the same examinations so taken and reduced to writing, you certify under your hand and seal, and send enclosed to this court without delay, to be read in evidence on the trial of said cause, and send also this writ.

Witness the honorable R. B. Taney, chief justice of the Supreme Court of the United States, at the city of New Orleans, this [SEAL.] twenty-first day of January, anno domini 1846, and the 70th year of the independence of the United States of America.

F. N. HARALSON, *Dy cl'k*.

E. P. FOURNIQUET and Wife, and Martin W. Ewing and Wife,
vs.
JOHN PERKINS.

In equity. Circuit court of the United States, fifth circuit, district of Louisiana.

Interrogatories to be propounded to Mr. George S. Hollyday, a witness to be sworn and examined on the part and behalf of the defendant; the said witness residing in the State of Maryland, but expected shortly in New Orleans, when his answers will be taken and read in evidence on the trial of this cause.

First interrogatory. Do you know the parties, complainants and defendant, as in the title of these interrogatories, and how long have you known them?

Second interrogatory. Did, or did not, the defendant, John Perkins, in the years eighteen hundred and twenty-one, twenty-two, and twenty-three, lease to you a plantation, generally known as the Bynum plantation? If yea, please state what amount of rent you agreed to pay him for the annual lease of said plantation; please describe the plantation, and state the nature and terms of the lease, and the years during which you held it under the lease.

Third interrogatory. What were the improvements on said plantation at the time of its lease to you? Of what materials and in what manner was the dwelling-house built, and the gin and other houses on the place? Please describe them as particularly as you can, both as to the materials and mode of construction, and their value; and also please state what was the quality of the land, and whether the place was then considered valuable or not, and whether the rent which you paid was a high rent or low one for such property as that was at that time?

Fourth interrogatory. Do you know, or can you state, what was then the usual price of such lands as the Bynum plantation in that neighborhood at that time? Do you know of any sales made, and what, generally, were the prices per acre?

Fifth. Do you know, and can you state, whether the lands in that neighborhood were subject to inundations from the high waters of the river; and how such inundations affected the value and use of lands in that section of the country?

Sixth interrogatory. During the years you occupied said place under your lease, did any overflow occur; and if so, was the place entirely under water or not; and did the high water materially injure the place; and how, and to what extent? And did you sustain any injury thereby; and how, and in what manner, and to what extent?

Seventh interrogatory. What was your opinion as to the value of the Bynum plantation during the time you occupied it, and at what would you estimate that, and similar lands in the neighborhood, per acre, at that time?

Eighth interrogatory. Do you know, or can you set forth, any other

matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

R. N. & A. N. OGDEN,
Solicitors for defendant.

United States circuit court, fifth circuit, district of Louisiana. In equity sitting:

E. P. FOURNIQUET and Wife, and M. W. EWING and Wife,
vs.
JOHN PERKINS.

Cross interrogatories to be propounded to George S. Holliday, a witness interrogated in chief on the part of the defendant:

First cross interrogatory. If to the second direct interrogatory you answer, that, in the years 1821, 1822, and 1823, you leased the Bynum plantation on Lake Concordia, then state if you leased the whole of the 1,040 acres, of which the said plantation consisted, or only a part thereof; if a part thereof, what part, and how much did you pay per annum therefor; was it with the defendant or his wife (previously Mrs. Mary Bynum) that you contracted for the lease of the said plantation?

Second cross interrogatory. If to the foregoing interrogatory you answer that your lease extended only to a part of the 1,040 acres, then state if any other tenant was in possession of the balance thereof; if yea, what was his name, what did he pay per acre, and to whom paid? Please answer to the best of your remembrance.

Third cross interrogatory. Was or was not the gin house on the Bynum plantation burned down in the year 1823; did or did not the defendant make a charge against you therefor (exclusive of the rent) of one thousand dollars, or about that sum; did you pay him his demand, and when; was not the burning of the gin house the principal cause of your abandoning the said plantation, as you could no longer prepare your crops for market? In answering this foregoing, please state fully all that occurred between the defendant and yourself in relation to the burning of the gin house, and the charge he made against you therefor.

Fourth cross interrogatory. Where had you resided, as a planter, previous to the year 1821; were you or were you not induced to lease the Bynum plantation from the belief that Benjamin Bynum, during his lifetime, and Mrs. Bynum, during the widowhood, had made money from the cultivation of the said place; who advised you of that fact; was it the defendant, or his wife, Mrs. Perkins?

Fifth cross interrogatory. Were or were not the Bynum negroes, stock, farming utensils, removed from the Lake Concordia plantation in the year 1820, under an overseer of their own, named Hoover; did you or not understand that the removal was made for the purpose of enabling the Bynum force to settle and clear a new plantation, for the benefit of

the Bynum estate, in the rear of the defendant's plantation, called Somerset; before the final removal of the Bynum negroes, stock, &c., &c., had or had not some of the negroes been sent forward to erect upon the new place cabins, &c., for the reception of the Bynum force; in connexion with this removal can you remember the names of Gamaliel Pease, Richard Warner, Antonio Carroll, or Joseph Turo, or all, or any of them, they being the persons from whom the land (on which the Bynum force was settled) was, on or about that time, purchased; did you or not have any conversation with the defendant, or his wife, Mrs. Mary Perkins, in relation to the said removal; did they, or either of them, give you to understand that the object of the removal was for the purpose of commencing a new plantation to supply the old one abandoned on Lake Concordia? In answering the above interrogatory, please state at large all the information you possess in relation to the matters set forth therein, and particularly state your information in relation to the removal of the Bynum property, and the object of the said removal?

Sixth cross interrogatory. Do you or not know that, after the removal of the major part of the Bynum stock, there still remained in the woods some few head of cattle, which could not be gathered at the time the main part of the stock was taken to the new settlement; do you or not know that the cattle so remaining were sold by the defendant to a settler on or near Lake Concordia; to whom were they sold, and for what amount? Please state.

Seventh cross interrogatory. Do you or not know that the Bynum force left behind, on the Lake Concordia plantation, a considerable amount of corn, which corn was afterwards taken to the plantation of Major Minor, on Lake Concordia; do you remember what amount of corn was taken to the Minor plantation; was the corn sold to him, and for what sum, and by whom sold; or was the said corn loaned to Major Minor, to be returned at some future time?

Eighth cross interrogatory. Did you or not know Mrs. Bynum previous to her marriage with the defendant, that is, in the year 1818; was she not considered (to use the common phrase) as a rich widow, and having under her control a large property belonging to the children of her first husband, Benjamin Bynum; were or were not the defendant's circumstances greatly benefited by reason of his marriage with the said widow; is or is not the defendant now a man of very large and independent property; does he not rank among the most wealthy and independent planters in the State of Louisiana? State fully all you know of his situation at the date of his marriage, and at the present time.

JOHN HENDERSON,
Solicitor for complainants.

In the circuit court of the United States, fifth circuit, district of Louisiana.

E. P. Fourniquet and Wife, and
Martin W. Ewing and Wife,
vs.
John Perkins.
} In equity.

By virtue of the annexed commission to the undersigned, commissioner of the United States, &c., &c., directed, issued from the honorable circuit court of the United States for the fifth judicial circuit for the district of Louisiana, I have caused George S. Holliday, the witness named in said commission, to come before me in my office, in the custom-house, in the city of New Orleans, on this 21st day of January, 1846, at the hour of ten o'clock, A. M., and the said witness was by me duly sworn upon the holy evangelist of Almighty God, to speak the truth, the whole truth, and nothing but the truth, in answering the direct and cross interrogatories propounded by the parties to the above stated case, accompanying said commission, and hereto annexed: And the said witness, after being so sworn, deposed and answered as follows: which answers I reduced to writing in the presence of said witness, and he, the said witness, signed the same in the presence of the undersigned commissioner.

George S. Holliday, being sworn, deposed and answered as follows, viz:

To 1st interrogatory he answers. That he knows the defendant John Perkins, but he is not acquainted with the complainants. He has known the defendant since the year 1820.

To the 2nd interrogatory he answers. That he, (the witness,) his brother James Hollyday, and Mr. Carroll, as well as he now recollects, rented a plantation from John Perkins during the years 1820 and 1821. The plantation was generally known by the name of Bynum's. He does not recollect the amount of rent which was agreed to be paid for the rent per annum. He thinks the amount of rent per annum was twelve hundred dollars, but he is not certain. There was a lease, as he has been told, signed by him, his brother, and Mr. Carroll, in which was expressed the amount of rent which was to be paid. He does not know what has become of said lease, or where it is. The plantation was considered a tolerable good farm, but nothing more. It is situated on Lake Concordia, in the parish of Concordia, in the State of Louisiana. He does not recollect the number of acres embraced in the farm. A portion of the land was thin, and required to be manured with cotton seed. A part, also, was so low and wet, that it could not be cultivated. There was a part which was very good, and produced cotton very well. The terms of the lease he does not now recollect. Indeed, he did [not] know that there was a written lease until a few days ago, when he was told that there was one. He recollects that the rent, which was agreed to be paid, was considered to be [a] very high price. He rented with his brother and Mr. Carroll the plantation for two years, viz., 1820 and 1821.

To the 3d interrogatory. The improvements on the plantation consisted of a dwelling house, negro cabins, cotton gin and mill, and also

corn houses, all under one roof, composed of two log pens, connected together, with a passage between them; and a picketed kitchen, and an out-house built like the corn houses, which they did not use except as a lumber house. The dwelling house was a one story wood house, containing four rooms, two in the main building and two shed rooms. There was a small piazza in front. The house was rather roughly constructed; he cannot say what its value was. The cotton gin was a large frame building with cypress roof. The mill and gin were only in tolerable order. The lower part of the gin house, where the seed cotton was placed, was composed or built of pickets. He cannot state the value of the improvements; they all appeared to have been put up in a rough manner. The balance of this interrogatory he has already answered in his answer to the second interrogatory.

To the 4th interrogatory he answers. That he does not recollect the value or the price of lands in the neighborhood of the Bynum plantation at the time he rented it. He does not know of the sale of any lands about that time in that neighborhood.

To the 5th interrogatory he answers. That the lands in that neighborhood were subject to inundation; he is under that impression. There was no inundation of the plantation while he rented it. He cannot state how much the lands were depreciated in value by being subject to overflow. He does not recollect whether the plantation was protected by levees or not; but if there had been a levee he thinks he would have recollected it, while he rented it in 1820 and 1821.

To the 6th interrogatory he answers. That he left the plantation in June, 1821, and knows nothing personally of the overflow of the year 1823. He thinks that it was in the month of June, 1821, that he left the plantation. His brother rented the plantation in 1823, and informed witness that the plantation overflowed that year, and that he was much injured by it. He did not realize any thing over his expenses during the time he rented, or was interested in the cultivation of the plantation.

To the 7th interrogatory. The Bynum plantation was such a property as he did not wish to purchase, and therefore cannot say what was its value.

To the 8th interrogatory he answers. That John Perkins was very attentive to business, and had the character of being a very tight close man, and that no one could get the better of him in a bargain; and witness is under the impression that in 1820 or 1821 Mr. Perkins lived with his family near Natchez, in Mississippi.

GEO. S. HOLLYDAY.

Sworn, answered, and subscribed to before me, this 21st day of January, 1846.

WM. J. VASON,
U. S. Commissioner for the district of Louisiana.

Cross examination.

To the 1st cross interrogatory he answers. That he is under the impression that during the years 1820 and 1821, while he was one of the

lessees of the Bynum plantation, the whole plantation was rented to him, his brother, and Mr. Carroll. They rented it from John Perkins. The balance of this cross interrogatory is answered in his answers to the direct interrogatories.

To the 2nd cross interrogatory he answers. That there was no other tenant on the plantation during the years 1820 and 1821. The other facts inquired of in this question are answered, so far as he knows any thing of them, in his answers to the direct interrogatories.

To the 3d cross interrogatory he answers. That after he left the plantation in June, 1821, he did not return to this country again until 1840, and therefore knows nothing of the facts inquired of in this question personally and of his own knowledge.

To the 4th cross interrogatory he answers. That previous to his renting the Bynum plantation he lived near Natchez, Mississippi. He recollects no such inducement, as that stated in this cross interrogatory, that caused him to rent said plantation.

To the 5th cross interrogatory he answers. That he thinks all the Bynum property had been removed from the plantation before he went there to live. He understood that Judge Perkins had taken the force to his own plantation up the river. He does not recollect ever having had any conversation with Judge Perkins, or his wife, in relation to the business.

To the 6th cross interrogatory he answers. That he knows nothing of the matters inquired of in this cross interrogatory.

To the 7th cross interrogatory he answers. That he has no recollection of the facts stated in this cross question or interrogatory.

To the 8th cross interrogatory he answers. That he knows or knew nothing of the circumstances of Mrs. Bynum previous to her intermarriage with Judge Perkins, nor did he know any thing of Judge Perkins' circumstances previous to his intermarriage with Mrs. Bynum; and he only knows now from general report that Judge Perkins is a rich man, or wealthy planter.

GEO. S. HOLLYDAY.

Sworn, answered, and subscribed to before me, on this 21st day of January, 1846.

WM. J. VASON,
U. S. Commissioner for district of Louisiana.

Circuit court of the United States, for the fifth judicial circuit, holding sessions in and for the district of Louisiana.

To H. S. Eustis, esqr., of the county of Adams, and State of Mississippi: Know ye, that reposing special trust and confidence in your integrity and ability, we hereby authorize and require you, that you call and cause to come before you Samuel Davis, Jefferson Beaumont, Thomas Alexander, Alvarez Fisk, J. P. Walworth, Levin R. Marshall, Richard M. Gaines, and Thomas Henderson, witnesses for defendant, and them duly examine on oath and the annexed interrogatories, touching and concerning certain matters and things in a case now depending in the said court, wherein E. P. Fourniquet and wife, and Martin W. Ewing and wife, are complainants, and John Perkins is de-

fendant; and the same examinations, so taken and reduced to writing, you certify under your hand and seal, and send enclosed to this court without delay, to be read in evidence on the trial of said cause, and send also this writ.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States, at the city of New Orleans, this ninth day of July, anno domini 1845, and the seventieth year of the independence of the United States of America.

ED. RANDOLPH, *Clk.*
F. N. HARALSON, *Dy. Clk.*

United States circuit court, fifth circuit, eastern district of Louisiana.

E. P. FOURNIQUET and Wife, and
MARTIN W. EWING and Wife,
vs.
JOHN PERKINS.

Interrogatories to be propounded, on the part of the defendant, to Samuel Davis, Jefferson Beaumont, Thomas Alexander, Alvarez Fisk, and J. P. Walworth, witnesses residing in and near Natchez, in the State of Mississippi, whose answers, to be taken under commission, will be read in evidence on the trial of this cause.

1st. Are you acquainted with the defendant, John Perkins; and how long have you known him?

2d. Did, or did not, the defendant formerly reside in the State of Mississippi, and in the vicinity of Natchez? If yea, please state, as near as you can recollect, the precise period when he and his family first took up their residence in that State.

3d. Were you acquainted with the deceased wife of the defendant, who was the widow of Benjamin Bynum? Where did she die?

4th. From the time of the defendant's marriage with the said Mrs. Bynum, and during all the time of their marriage, where did they reside; had they a house, at which they lived, called the Briers; was that, or not, their residence; and where was it situated? Please state all you know respecting the defendant's residence in Mississippi, as to the date of its commencement, and the time of its continuance there.

5th. Do you know, or can you set forth, any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to this the subject of your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

R. N. & A. N. OGDEN,
Solicitors for Def't.

The complainants, saving and reserving to themselves all manner of legal objection to the direct interrogatories propounded on the part of the defendant to the within named witnesses, and specially objecting thereto, as going to establish matters and things not connected with the subject matter in controversy in this suit, and therefore irrelevant, ille-

gal, and inadmissible, proceed to ask the following cross questions, which are propounded *only* to the witness, Thomas Alexander.

Interrogatory first. Did you, or not, on or about the year 1825, hire from the heirs of Benjamin Bynum some of their negroes? How many did you hire; how long did you retain them; what hire did you pay for them; in that hire was, or was not, their support, &c., &c., included?

Interrogatory second. Was, or was not, the overflow of 1828 the most disastrous that you have ever known; were, or were not, all the plantations in the parish of Concordia greatly injured by that overflow, and the amount of their crops that year greatly reduced?

Interrogatory third. Did you know the defendant before his marriage with Mrs. Bynum? Do you, or not, believe that his situation, in a pecuniary point of view, was greatly benefited by the said marriage, and the possession of the large unincumbered property which thereby fell into his hands?

Interrogatory fourth. Do you, or not, know that the defendant, previous to his marriage, had purchased from Francis A. Bynum 20 negroes, for the large sum of $26,660, and that on a credit of ten years, and that he was greatly embarrassed by the said debt?

Interrogatory fifth. Do you know, or have you ever heard from common report, that, previous to the year 1818, the defendant had several of his gin-houses burnt? Do you, or not, know that he lost a large amount of cotton with his said gin-houses? Were, or were not, two of his gin-houses burnt before he removed to his Somerset plantation, and one after his location there?

Interrogatory sixth. Is, or is not, the defendant at this time considered a very wealthy man? What would you estimate his probable wealth to be?

E. P. FOURNIQUET & WIFE, *in person.*

In the circuit court of the United States, eastern district of Louisiana.

E. P. FOURNIQUET and Wife, and
MARTIN W. EWING and Wife,
vs.
JOHN PERKINS.

Cross interrogatories to be propounded, on the part of the defendant, to Alvarez Fisk, a witness for the complainants.

1st. Were you acquainted with the defendant Judge Perkins, in 1818, at the time of his marriage with the widow of Benjamin Bynum? What, then, was the defendant's situation with regard to property? Was he not, at that time, a successful planter on the river Mississippi, and a man of handsome property and means?

2d. Please look at the annexed document, purporting to be the obligation of the defendant for $4000, in favor of A. & S. Fisk & Co., and please state whether or not said obligation was for money borrowed from your firm by the defendant at the date thereof, the 4th of May,

1822; and was not said obligation paid by the defendant to you in May, 1825, with the interest, amounting to five thousand two hundred dollars?

3d. Has not the defendant always had the reputation of being a man of great activity, energy, and industry, in the management of his affairs; and has he not always been regarded as scrupulously just and correct, in his transactions with others?

4th. Were you acquainted with Benjamin S. Bynum, the step-son of defendant? Do you know where he died, and at what time, and what was his age at the time of his death?

5th. Did not the said Benjamin S. Bynum always live on terms of great kindness, intimacy, and confidence, with the defendant? Did you ever know of any disagreement between them? And, up to the time of his death, did he not uniformly manifest the highest degree of affection and respect for the defendant, and confidence in him?

6th. Was not the said Benjamin S. Bynum a young man of intelligence, and well educated? Had you ever any business transactions with him? And did you not always find him fully capable of understanding his affairs and transacting business properly?

7th. Do you know what the complainants, Fourniquet and wife, sold their interest in the Long Branch plantation for, and in what year the sale was made? And how did the said Fourniquet and wife acquire their title to that property?

8th. If you know any other facts material to the defendant, respecting the subject-matter of his controversy with the complainants, please state them as fully and particularly as if interrogated thereto.

R. N. & A. N. OGDEN,
Solicitors for Defendants.

Document annexed to above interrogatories.

$4000.

On or before the fourth day of May, in the year of our Lord one thousand eight hundred and twenty-five, I promise to pay to Messrs. A. & S. Fisk & Co., or order, four thousand dollars, with ten per cent. interest from date, value rec'd. Given under my hand, at New Orleans, this fourth day of May, A. D. one thousand eight hundred and twenty-two.

JOHN PERKINS.

4000
Int. 1200

$5200 No. 145. [Endorsed "paid."]

The complainants, saving and reserving unto themselves all manner of legal objection and exceptions to the direct interrogatories propounded by the defendant to Alvarez Fisk, esq., proceed to propound to the said witness these cross interrogatories, as follows:

First. Before the time of the defendant's marriage with Mrs. Bynum, do you or do you not know that he had purchased from Francis A. Bynum 20 negroes, on a credit of ten years, at the rate of one thousand

dollars each negro, and gave his notes for the same payable annually thereafter, from the year 1812, until paid, which notes bore interest from date? Do you or do you not know or believe that, if the defendant had been possessed of the means in cash, he could have purchased the said negroes, or like negroes, for a very much lower rate? Do you not believe that the defendant must have submitted to the said high price in consideration of the long credit that he obtained on the said negroes?

Second. Were you or were you not engaged in selling cotton from the year 1812 up to 1818? State, as near as you can, what was the average price of cotton between those years?

Third. Do you or do you not know, or have you not heard and believe, that the defendant had several gins burnt before his marriage in 1818? Was not one burnt at his place opposite Natchez, and one at his Somerset plantation, about the years 1817 or 1818? Did or did not his crop of 1818 come very late to market by reason of the said accident?

Fourth. On or about the time the note for $4000 was given by the defendant, was he, or was he not, largely engaged in building in the neighborhood of Natchez? Do you or do you not believe, from his success as a planter, on or about those years, that he could have required the said loan for his plantation purposes? Did you ever hear what his establishment in the neighborhood of Natchez cost him, including the ground and improvements spent thereon? Please state. Do you or do you not know, that on or about the time of the said loan of $4000, that the defendant purchased a valuable property in Lexington, Kentucky; have you ever heard what the said property cost him? Please state to the best of your remembrance.

Fifth. Did or did not the commission house with which you were connected, for several years before the marriage of the defendant, sell the crops of Mrs. Bynum, raised on the Concordia plantation? Was or was not the situation of Mrs. Bynum highly prosperous? Did she, or did she not, during the widowhood, purchase and pay for some eleven negroes—support a private tutor for her children, &c.? State fully all you know in relation to this matter.

E. P. FOURNIQUET, *in person*.

E. P. Fourniquet and Wife, and Martin W. Ewing and Wife,
vs.
John Perkins.

United States circuit court, fifth circuit, eastern district of Louisiana.

Interrogatories to be propounded to Thomas Henderson and Levin R. Marshall, witnesses on the part of the defendant, residing in or near Natchez, State of Mississippi, whose answers, to be taken under commission, will be read in evidence on the trial of this cause.

1st. Do you know the complainants, Edward P. Fourniquet and

his wife, Harriet Fourniquet, and Martin W. Ewing and his wife, Ann S. Ewing, and the defendant, John Perkins, and how long have you known them?

2d. Do you know a plantation known as the Long Branch plantation in Mississippi, which formerly belonged to Benjamin S. Bynum, and was afterwards owned, jointly, by Mr. Fourniquet and wife, and Mrs. Eskridge?

3d. Do you know at what time said Fourniquet and wife came into the possession of the one-half of said property, and how they acquired it, and how long they continued to hold it?

4th. Do you know when the said Fourniquet and wife parted with their right to the one-half of said property? How and under what circumstances did it take place? To whom was it sold, and how much did Fourniquet and wife receive for it? Please state any facts within your knowledge, material to shew how much they received for their title to said property.

5th. Do you know, or can you set forth, any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to this subject of your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

R. N. & A. N. OGDEN,
Solicitors for defendant.

The complainants object to the interrogatories filed and propounded to Thomas Henderson and L. R. Marshall, as going to prove by parol testimony matters in relation to the transfer of real estate, and to be proved by the records of the country. The complainants also reserve all other legal objections and exceptions to the answers sought to be obtained under said interrogatories, as going to establish matters not connected with the subject-matter of this cause, and therefore irrelevant, illegal, and inadmissible. The complainants propound no cross interrogatories.

E. P. FOURNIQUET, *in person*.

E. P. Fourniquet and Wife, and Martin W. Ewing and Wife,
vs.
John Perkins.

In the circuit court, eastern district of Louisiana, in equity.

Cross interrogatories to be propounded on the part of the defendant to Richard M. Gaines, a witness for the complainants.

1st. Were you not, as the particular friend of Martin W. Ewing, called on by the defendant to know whether you would act as the friend of said Ewing and his wife, Ann S. Ewing, in making a final settlement with defendant of the rights and claims of Mrs. Ewing, growing out of the succession of her father, Benjamin Bynum, and of her

mother, Mary Perkins? And did you not obtain the necessary power and authority from Ewing and wife for that purpose?

4th. Do you know, and can you now state, what was made the basis of that settlement? Did Martin W. Ewing and his wife receive in the settlement more property than was allotted to them as his wife's share of her mother's succession; and for what object, and with what view and intention, was the settlement thus made?

5th. Do you know, and can you state, what property they received from the defendant beyond their share in the succession of the mother of Ann S. Ewing, and why it was given up to them by the defendant?

6th. At the time of the said settlement, did you or not call on Martin W. Ewing and his wife, at the special instance and request of the defendant to know whether they had any other claims to prefer against the defendant, for any other matter or thing whatsoever? And if so, what answer did you receive?

7th. Was it not expressly considered and understood between said parties, that the settlement they were then making was to be final and conclusive in regard to all rights and claims whatsoever on the part of said Ann S. Ewing, growing out of the succession of her mother, as well as the succession of her father? Did you not understand such to have been the object and intention of the parties; and did you or not yourself consider the settlement as final and conclusive between them, and the receipt given by said Ewing and wife intended by them fully to discharge the defendant from all other claims on their part, whether growing out of any right of community or otherwise? Was it or not, on the part of said Ewing and wife, understood to be a relinquishment on their part, of any and every other claim, in consideration of having received from defendant the money and property specified in the receipt? Was it not so understood by the defendant, and do you believe he would have given up to them the additional property beyond their share as aforesaid, except on the belief and understanding that it was to be considered a final settlement of all claims on their part whatsoever, growing out of the succession of both father and mother?

8th. Please look at the annexed copy of what purports to be a bond executed by the defendant in favor of Ann S. Bynum, and others, the condition of which is expressed to be, that John Perkins should secure to Anne, Benjamin, Mary, and Harriet Bynum, all the right to the property intended to be conveyed to them by the will of their mother, Mary Perkins, and should indemnify them against the claims of his sons, John Perkins, jr., and William Perkins; and please say, whether that bond, or one the same in substance, was not prepared by you, and executed by the defendant? Whether it was not done at the instance of Martin W. Ewing; and please state what was the object and intention of that bond, and whether it was not required of Judge Perkins, because, in the settlement made with the heirs of his deceased wife, he had abandoned to the said heirs all that portion of her estate which his sons, John and William, were entitled in law to have, with the view of carrying into effect the wishes and intentions of his deceased wife, and

because the said Ewing required indemnity against the claims of Judge Perkins' sons to that portion of the property thus relinquished to them in the settlement?

R. N. & A. N. OGDEN,
Atty's for defendant.

Documents annexed to the above interrogatories.

Know all men by these presents, that I, John Perkins, of the parish of Concordia and State of Louisiana, am held and firmly bound unto Ann S. Ewing, late Anne S. Bynum, Benjamin S. Bynum, Mary C. Bynum, and Harriet J. Bynum, in the penal sum of two thousand dollars; the payment of which, well and truly to be made, I bind myself, my heirs, and executors and administrators. Sealed with my seal, and dated this 11th day of April, A. D. 1828.

The condition of the above obligation is such, that, whereas the said John Perkins is desirous of securing to the said Anne, Benjamin, Mary, and Harriet, the quiet and peaceable possession of the real estate of their ancestor, Benjamin Bynum, in the said parish of Concordia, and also all the rights to the same, which were intended to be secured to them by the will of Mrs. Mary Perkins, (formerly Mary Bynum,) bearing date the 30th day of March, A. D. 1822, against all claim, or pretence of claim, of John and William Perkins, the children of the said Mary Perkins, by her marriage with the said John Perkins.

Now, if the said John Perkins shall well and truly secure to the said Anne, Benjamin, Mary, and Harriet, the quiet possession and enjoyment of the said real estate, and all the right to the same, which was intended to be conveyed by the will of the said Mary Perkins, and shall indemnify and save them harmless against all claim, or pretence of claim, to the same, by the said John Perkins, jr., and William Perkins, then this obligation to be void, otherwise to be and remain in full force and virtue.

In testimony whereof the said John Perkins has hereto set his name and affixed his seal, the day and year above written.

JOHN PERKINS. [SEAL.]

Attest: R. M. GAINES.

Recorded in book F, at pages 68 and 69, 23d May, 1831.
Attest: G. S. GUION, *P. Judge*.

STATE OF LOUISIANA,
Parish of Concordia, ss:

I hereby certify, that the above and foregoing is a true copy from the records in my office, as contained in book F, at pages 68 and 69.

In witness whereof I have hereunto set my name, and affixed the seal of my office, at Vidalia, this 4th day of February, 1839.

G. W. KEETON, *P. Judge*.

Received of John Perkins two negro slaves, Lewis and Anderson; also, his draft on A. Fisk, esq., for four hundred and seventy $\frac{34}{100}$ dollars, at one hundred and twenty days, endorsed by R. M. Gaines,

which, when paid, will be in full of all claims and demands of every kind and description which we, or either of us, may have against said Perkins individually, or against him as curator of the estate of Benjamin Bynum and Mrs. Mary Perkins, in the parish of Concordia, State of Louisiana, or as executor of the will of the said Mrs. Mary Perkins, dated March 30th, 1822, and in full of all claims of every kind which we, or either of us, may have against said Perkins in any way whatsoever, we having received from the said Perkins, heretofore, the following named slaves, to wit: Juda Myres, aged about 25 years; Edward, about 4 years; Henry, about 7 months; little Daniel, about 16; Patrick, 13; Lewis, 3; big Daniel, 50; big Sarah, about 45; Miambo, 50; Ana, 16; Polly, 14; Frank, 50, Mariah, his wife, 37; little Frank, about 1; Fany, 7; Samuel, 19; also, 2 mules, 30 head of cattle, and a chest of tools; and the said Perkins accepts hereof as a full satisfaction and final discharge from the said Martin W. Ewing and Ann, his wife, in the premises.

Witness our hands, this 11th day of April, A. D. 1828.

(Signed,) MARTIN W. EWING,
ANN EWING,
Attest: R. M. GAINES. JNO. PERKINS.

Admitted in usual form to the records of the Parish Concordia. See record book E, page 183.

Signed by the parish judge.

The complainants object to the interrogatories filed and propounded to R. M. Gaines, esq., as going to prove, by parol testimony, something against, or beyond, the documents attached to said interrogatories. The said interrogatories are *are* also objected to, as going to prove what may have been said before and at the time said documents were executed. They also object to parol testimony as admissible to establish any agency conferred by Ewing and wife on the said R. M. Gaines, esq., to dispose of the rights of E. P. Fourniquet and wife, or Benjamin S. Bynum, in real estate and slaves; and specially object to the testimony of said agent to prove his own powers and capacities, as being incompetent for that purpose.

The complainants also reserve all other legal objections and exceptions to the answers sought to be obtained under said interrogatories.

E. P. FOURNIQUET, *in person.*

The following are the answers of Samuel Davis to the several interrogatories propounded to him, on the behalf of the defendant, in a certain cause pending in the circuit court of the United States for the fifth circuit and eastern district of Louisiana, wherein E. P. Fourniquet and Wife, and Martin W. Ewing and Wife, are plaintiffs, and John Perkins is defendant:

1. To the first of said interrogatories, he answers: I am, and have known him for 35 years.

2. To the second of said interrogatories, he answers: He did, the precise period I do not recollect.

3. To the third of said interrogatories he answers: I was; she died at the Briers, near Natchez.

4. To the fourth of said interrogatories he answers: Shortly after his marriage he resided in a house near Natchez, called the Cottage, where he continued, as well as I recollect, until he removed to the Briars; a house he built a short distance southwest of Natchez. I do not recollect when he commenced residing at the Briars, nor how long he continued there.

5. To the fifth of said interrogatories he answers: I know by hearsay the subject-matters in litigation between the parties in this cause; but I cannot judge for myself whether any other facts within my knowledge are, or are not, material, and therefore decline answering this question by reason of its generality. SAMUEL DAVIS.

The following are the answers of Jefferson Beaumont to the interrogatories propounded to him on the part of the defendant, in a cause depending in the United States circuit court for the fifth circuit and eastern district of Louisiana, wherein Edward P. Fourniquet and wife, and Martin W. Ewing and wife, are complainants, and John Perkins is defendant.

1. To the first interrogatory he answers—I have known Judge Perkins for more than thirty years.

2. To the second interrogatory he answers: He did, and brought his family to Natchez in 1818, soon after his marriage.

3. To the third interrogatory he answers: I was; she died at defendant's residence, "The Briars," near Natchez; she died, I believe, about the year 1824.

4. To the fourth interrogatory he answers: Mr. and Mrs. Perkins resided, when they first removed to Natchez, in the northern part of the city, at a rented place known as the Cottage. After building his house a mile and a half southwest of the city, called "The Briars," he resided there until the death of Mrs. Perkins, and perhaps a year or two afterwards.

5. To the fifth interrogatory he answers: The only thing that I can now think of that may be material in this cause, is the following: I was clerk in the Bank of the State of Mississippi from 1823 until the expiration of its charter in 1836, I believe. The books of the bank are in my keeping; upon reference to them, I find that the defendant, John Perkins, in the year 1818, made in that bank the following deposites in cash, viz:

August 18, deposited cash	$5,913 14
August 22, deposited cash	2,000 00
October 14, deposited cash	200 00
October 31, deposited cash	1,000 00
November 2, deposited cash	300 00
Total	$9,413 14

J. BEAUMONT.

The following are the answers of Alvarez Fisk to the interrogatories entitled cross interrogatories, propounded to him on the part of the defendant, in a cause depending in the circuit court of the United States for the fifth circuit and eastern district of Louisiana, wherein Edward P. Fourniquet and wife, and Martin W. Ewing and wife, are plaintiffs, and John Perkins is defendant.

1. To the first of said interrogatories he answers: I was well acquainted with the defendant, Judge Perkins, in 1818, at the time of his marriage, and I considered him a wealthy planter, as well as an energetic and enterprising man.

2. To the second of said interrogatories he answers: The obligation annexed and referred to in this interrogatory is the same note once held by A. and S. Fisk & Co., of which firm I was a member, for money loaned to Judge Perkins, in the sum of 4,000 dollars, in May, 1822; and the said note was paid by him, I believe, when due, with interest, in the amount of 5,200 dollars

3. To the third of said interrogatories he answers: The defendant has always had that reputation, and has always been so regarded.

4. To the fourth interrogatory he answers: I was very well acquainted with B. S. Bynum, having transacted business for him some time previous to his death, which occurred in the summer or fall of 1830; he was then, I believe, about 22 or 23 years of age.

5. To the fifth of said interrogatories he answers: Mr. Benjamin S. Bynum appeared always to be on the most friendly and affectionate terms with Judge Perkins; he seemed to look upon him, I thought, in the light of a father, manifesting great confidence in his opinions and advice. I saw them frequently together, and my impression is that Mr. Bynum called him "father" in addressing him. I never knew nor heard of any disagreement between them.

6. To the sixth of said interrogatories he answers: I considered Mr. Benjamin S. Bynum a young man of much intelligence, and very well educated; he was fully competent, I think, to the management of any business he might have occasion to control. I had many transactions with him from the fall of 1828 to the summer of 1830, when he died.

7. To the seventh of said interrogatories he answers: I do not know the price for which Mr. Fourniquet and wife sold their interest in Long Branch estate, nor in what year they so sold. They acquired their title through Judge Perkins, by deed of gift from him, I believe.

8. To the eighth of said interrogatories he answers: I know nothing further material for the defendant in this cause.

ALVAREZ FISK.

The following are the answers of said Alvarez Fisk to the cross interrogatories propounded on the part of the complainants in said cause.

1. To the first of said cross interrogatories he answers: I heard Judge Perkins often speak of the purchase made by him, of Francis A. Bynum, of 20 negro slaves, at 1,000 dollars each, payable in ten years. I am under the impression the purchase was not made until about the year 1817, or probably 1818. I cannot say positively that said notes bore

interest from date, but I think they did. I think Judge Perkins could have purchased negroes for a less price for cash than on a credit, although the notes bore interest from date. I think it probable Judge Perkins purchased at that price in consideration of the convenience of the long credit.

2. To the second of said cross interrogatories he answers: I was engaged in selling cotton only from 1817, in New Orleans. I did not know Judge Perkins before that time, nor until about the spring of 1818. In the year 1818, the price of cotton was very high—about 25 to 28 cents, and even 30 cents in December of that year. In 1817, it was, I think, in New Orleans, 25 or 26 cents per lb.

3. To the third of said cross interrogatories he answers: I heard Judge Perkins had two gins burnt; one on Lake Concordia, and one at Somerset plantation, on the river. I think it was about the year 1818; it might have been before or after; I cannot distinctly recollect now. His crop came late to market, probably by reason of the loss of his gins.

4. To the fourth of said cross interrogatories he answers: Judge Perkins had been building a large house at the "Briars," near Natchez, and perhaps had not completed it at the time the $4,000 was loaned. It is possible that he required it for the purposes of his planting; yet that particular loan, if I recollect right, he informed me was in consequence of his desire to promote the interest and respectability of the Bynum children, and was mostly for their benefit and on their account. The residence near Natchez, I have heard Judge Perkins say, cost him more than twenty thousand dollars; how much more, I cannot distinctly recollect. I have heard Judge Perkins say that he purchased a property in Lexington, Kentucky, I think some time after the loan in 1822; I do not remember the price, if I ever knew it. He sold it again, in a short time afterwards, without much loss, I believe, if any.

5. To the fifth of said cross interrogatories he answers: The house with which I was connected was formed in the spring of 1817 I knew nothing of Mrs. Bynum nor her affairs previously. I see, from the books at Natchez, that Rutherford, Fisk & McNeil, in 1817, either purchased or sold some cotton that year, in Natchez, for Mrs. Bynum; I think about 60 bales. I do not know any thing of the condition of Mrs. Bynum. I know nothing of the purchase of any negroes by her, nor anything about her affairs.

ALVAREZ FISK.

The following are the answers of Alvarez Fisk, to the interrogatories propounded to him in chief, on the part of the defendant in said cause:

1. To the first of said interrogatories he answers: I am acquainted with Judge Perkins, I have known him for 27 years.

2. To the second of said interrogatories he answers: Judge Perkins resided in the State of Mississippi, at the Briers, near Natchez, for several years during the lifetime of his first wife, formerly Mrs. Bynum, and

some years after her death. They first took up their residence, to the best of my recollection, at the Briers, about the year 1821, or it may be later; I am not positive as to the year.

3. To the third of said interrogatories he answers: I was acquainted with Judge Perkins' wife, formerly Mrs. Bynum, widow of Benjamin Bynum; she died in the summer of 1824, I think.

4. To the fourth of said interrogatories he answers: I believe Judge Perkins, with his family, resided for some time after marriage in Concordia, Louisiana, and afterwards, about the year 1821, at the Briers, near Natchez, until the death of Mrs. Perkins in 1824. I think, then, Judge Perkins commenced his residence in the State of Mississippi, about the year 1821; he continued to live near Natchez, at the Briers, until about the year 1833 or 1834, when he sold the "Briers" to Mr. John Watt, and left Natchez altogether.

5. To the fifth of said interrogatories he answers: I know nothing farther material to the parties in this cause.

ALVAREZ FISK.

The following are the answers of Levin R. Marshall, to the interrogatories propounded to him on the part of the defendant, in a cause depending in the United States circuit court for the fifth circuit and eastern district of Louisiana, wherein Edward P. Fourniquet and wife, and Martin W. Ewing and wife, are plaintiffs, and John Perkins is defendant.

1. To the first interrogatory he answers: I have known Judge Perkins and Mr. Ewing for twenty years; the other parties for some twelve years or upwards. I cannot say that I have a personal acquaintance with Mrs. Ewing.

2. To the second interrogatory he answers: I know there is such a plantation, from having seen the title papers. I have never been on it, nor have I any knowledge of it from personal examination.

3. To the third interrogatory he answers: I do not know.

4. To the fourth interrogatory he answers: Fourniquet and wife parted with their right to one-half of said plantation, by deed, dated 29th October, 1840, but retained possession of it until 6th January, 1841, when it was delivered. The said half of said plantation was sold to the Commercial Bank of Natchez. I am unable to say how much said Fourniquet and wife received for it, as it was sold with the stock and farming utensils, and thirty-nine slaves thereon, together with 2,922 32-100 acres of unimproved land in Claiborne county, for debts of said Fourniquet to said bank, amounting, with interest to 29th October, 1840, to the sum of $50,845 58, (fifty thousand eight hundred and forty-five 58-100 dollars. The unimproved lands were subject to prior liens, the amount of which was not ascertained, and they were estimated as of very little, if any, value, over the amount of the liens, certainly not exceeding $1,000; the consideration stated in the deed for them, which was merely nominal, was five thousand dollars.

5. To the 5th interrogatory he answers: I know nothing further of importance in the matter.

L. R. MARSHALL.

The following are the answers of Richard M. Gaines to the several interrogatories (entitled cross interrogatories) propounded to him on behalf of the defendant, in a certain cause pending in the circuit court of the United States for the fifth circuit and eastern district of Louisiana, wherein E. P. Fourniquet and wife, and Martin W. Ewing and wife, are plaintiffs, and John Perkins is defendant.

1. To the first of said interrogatories he answers: I was, in the early part of April, 1828, the particular friend of Martin W. Ewing, and was also on very friendly terms with Judge Perkins, the defendant. They being very inimical to each other, and not even on speaking terms, I did mediate between them, at the request of Judge Perkins. I considered myself as acting in the character of a mutual friend. The letter of Judge Perkins to me, of the 5th of April, 1828, and that of Mr. Ewing to me, of the 10th of the same month, the originals of which are attached to my deposition heretofore given in this cause, will furnish the only evidence now in my power, as to the nature and character of their communications to me; if there were any verbal messages, (which is very probable,) I cannot now recollect them.

4. To the interrogatory next in order, numbered four, he answers: It is impossible for me now to state, from memory, what was the basis of the settlement made between the parties. The letters referred to in the last preceding answer, and the other papers attached to my former deposition, furnish all the information in my power.

5. To the interrogatory next in order, numbered five, he answers: I can only refer again to the papers before alluded to, and attached to my first deposition; I have no recollection on the subject of this question, independently of those papers.

6. To the interrogatory next in order, numbered six, he answers: On reflection, since I gave my deposition in this cause last summer, I have no doubt that I did, in compliance with Judge Perkins' request, call upon Mr. Ewing, after the signing of the receipt by himself and wife, to know whether he had any other claims to prefer against the defendant. I cannot recollect Mr. Ewing's reply, but I have an impression upon my mind that he probably made some request, having some relation to some family portraits.

7. To the interrogatory next in order, numbered seven, he answers: I certainly did consider the settlement final and conclusive, in regard to all rights and claims whatsoever; and I still conceive the language of the receipt given by Mr. Ewing and wife to be as broad and comprehensive as it is possible to make it to express the intention of the parties; it, however, speaks for itself. I feel certain that the parties considered it, at the time, as a final settlement of all claims whatsoever.

8. To the interrogatory next in order, numbered eight, he answers: I have examined the copy annexed to the interrogatories, of what purports to be a bond executed by the defendant, dated April 11th, 1828, and I have no doubt that it is a true copy of an original bond prepared by me, and of which I appear to be the subscribing witness. I cannot state from memory at whose instance it was prepared, but the inference

would seem to be fair that it was at the instance of Mr. Ewing, it being, in part at least, for his benefit.

R. M. GAINES.

The following are the answers of Thomas Henderson, to the interrogatories propounded to him on the part of the defendant, in a cause depending in the United States circuit court for the fifth circuit and eastern district of Louisiana, wherein Edward P. Fourniquet and wife, and Martin W. Ewing and wife, are complainants, and John Perkins is defendant.

1. To the first interrogatory he answers: I have known them all for fifteen years or more.

2. To the second interrogatory he answers: I know there is such a plantation, from having seen the title deeds; but have not been on it, and have no knowledge of it from personal examination.

3. To the third interrogatory he answers: I do not know.

4. To the fourth interrogatory he answers: Said Fourniquet and wife parted with their right to one-half of said plantation by deed, dated 29th October, 1840, but retained possession of it until 6th January, 1841, when it was delivered. The said plantation was sold to the Commercial Bank of Natchez. I am unable to say how much said Fourniquet and wife received for it, because it was sold with the stock and farming utensils, and thirty-nine slaves thereon, together with 2,922 32-100 acres of unimproved land in Claiborne county, for debts of said Fourniquet to said bank, amounting, with interest to 29th October, 1840, to 50,845.58 dollars. The unimproved lands were subject to prior liens, the amount of which was not ascertained, and they were estimated as of very little value, if of any, over the amount of liens, certainly not exceeding $1,000. The consideration stated in the deed for them, which was merely nominal, was 5,000 dollars.

5. To the fifth interrogatory he answers: I do not.

THOS. HENDERSON.

I, Horatio S. Eustis, commissioner, by virtue of a certain commission to take testimony, issued out of the circuit court of the United States for the fifth judicial circuit, holding sessions in and for the eastern district of Louisiana, in a certain cause therein depending, wherein E. P. Fourniquet and wife, and Martin W. Ewing and wife, are complainants, and John Perkins is defendant, do hereby certify, that, on the 27th day of November, and on divers other days, from that date until the 28th day of December, in the year 1845, I caused to come before me, at my office in the city of Natchez, the following witnesses named in said commission, viz: Samuel Davis, Jefferson Beaumont, Alvarez Fisk, Levin R. Marshall, Richard M. Gaines, and Thomas Henderson; that to each of them, severally, was by me administered, and before me taken by them, an oath upon the holy Evangelists, true answers to make to the several interrogatories and cross interrogatories to them severally propounded, accompanying said commission; that their answers, in manner and form by them rendered, were by me taken down

in writing at the time, and signed by the said witnesses respectively in my presence. That said answers, so by me taken down and so signed, are the same now herewith returned with the commission.

I further certify, that the witness Thomas Alexander does not reside within the State of Mississippi, nor has he been seen by me since the commission was received; and the witness John P. Walworth declined to appear and answer, stating that he knew nothing in the premises.

Given under my hand and seal, this 28th day of December, 1845.

H. S. EUSTIS.

Circuit court of the United States, for the fifth judicial circuit, holding sessions in and for the district of Louisiana.

To T. Davidson, esqr., commissioner, residing in the county of Wilkinson, and State of Mississippi. Know ye, that, reposing special trust and confidence in your integrity and ability, we hereby authorize and require you, that you call and cause to come before you Peter H. Joor, and him duly examine on oath and the annexed interrogatories, touching and concerning certain matters and things in a case now depending in the said court, wherein E. P. Fourniquet et ux., and M. W. Ewing et ux., are complainants, and John Perkins is defendant; and the same examinations, so taken and reduced to writing, you certify under your hand and seal, and send enclosed to this court without delay, to be read in evidence on the trial of said cause, and send also this writ.

Witness the honorable R. B. Taney, chief justice of the Supreme Court of the United States, at the city of New Orleans, this [SEAL.] eighteenth day of February, anno domini 1846, and the 70th year of the independence of the United States of America.

F. N. HARALSON, *Dy. Clk.*,
For ED. RANDOLPH, *Clerk*.

In equity. United States circuit court, fifth circuit, district of Louisiana.

E. P. FOURNIQUET and WIFE, and
MARTIN W. EWING and WIFE,
vs.
JOHN PERKINS.

Interrogatories to be propounded to Peter H. Joor, a witness residing at Woodville, Mississippi, to be produced and sworn on behalf of the defendant in the above entitled suit.

First interrogatory. Do you know the parties, complainants and defendants, in the title of these interrogatories named, or any, and which of them, and how long?

Second interrogatory. Did you, or not, some time ago, enter into a contract with the said E. P. Fourniquet and wife, for the purchase from them of the plantation called Long Branch, in Claiborne county, Mississippi, then held and owned jointly by the said Fourniquet and wife, and Mrs. Eskridge? If yea, please state when it took place, in what year, and give the date as near as you can; and please state whether the said Fourniquet and wife did, or not, sell to you the said plan-

tation and negroes, and for what price, and on what terms; and, if you have any memorandum of agreement between you on the subject, please annex the same to your answer; and please state how the agreement was made, whether by writing or parol; and, if in writing, and you are unable to annex the contract to your answers, please state if you know where it is; and declare fully the truth, and your knowledge therein.

Third interrogatory. Did you, or did you not, enter in possession of the said plantation and negroes under an agreement with said Fourniquet and wife to purchase the property? If yea, in what year was it, and how long did you keep possession, and for what price and on what terms had you agreed with said Fourniquet and wife for the property? And please state whether the refusal of Mrs. Eskridge to ratify and confirm the sale made by Fourniquet and wife was not the cause of your giving it up; and if not, please state what prevented the consummation of the bargain.

Fourth interrogatory. Can you state how many negroes there were on the plantation at the time of your aforesaid purchase, and whether you did or not make a contract with a Mr. West, for the sale to him of the land, separate from the negroes, for fifty thousand dollars? If yea, please state at what time, and please state all the particulars of any sale to Mr. West, or any one else, of the land, and the price you were to receive, and declare all your knowledge on the subject; and state as near as you can the number of the negroes on the place included in your purchase from Fourniquet and wife.

Fifth interrogatory. Do you know, or can you state, any other matter or thing material to the subject of this your examination, or material to either party, or which may be a benefit or advantage to either of them in this cause? If yea, set forth the same fully and at large in your answers.

R. N. & A. N. OGDEN,
Solicitors for Defendant.

STATE OF MISSISSIPPI,
Wilkinson county:

I, T. Davidson, pursuant to a commission, to me directed, from the circuit court of the United States, for the fifth judicial circuit, district of Louisiana, in the case of E. P. Fourniquet and wife and Martin W. Ewing and wife vs. John Perkins, herewith returned annexed, caused Peter H. Joor, the witness named in said commission, to come before me, at the town of Woodville, in said county and State, on this eleventh day of March, A. D. 1846, and having first duly sworn him the truth and the whole truth to depose, he, on his oath, testified as follows:

Answer to first interrogatory. I know but one of the parties, E. P. Fourniquet; I have known him since January, 1830.

Answer to second interrogatory. I entered into an agreement with E. P. Fourniquet only for the purchase of the Long Branch plantation, some time in the month of February or March, 1837. The price

agreed upon was one hundred and five thousand dollars; a part to be paid in advance, and the balance to be paid in one, two, three, and four years. I do not recollect the sum to be paid in advance, but I think about twenty thousand dollars, and the balance in four annual instalments. The agreement was signed by E. P. Fourniquet and myself only; I knew no other parties in the transaction. The agreement was destroyed, as well as I recollect, and I have no memorandum in writing of said agreement or transaction.

Answer to third interrogatory. I was authorized by E. P. Fourniquet, shortly after the agreement was signed, to take possession of said plantation. I visited the plantation, but did not take possession. I returned to Natchez, where Mr. Fourniquet resided, about the fourth of March or fourth of April, 1837—I do not now recollect which—when we mutually agreed to destroy the agreement, in consequence, chiefly, of the general distress among the banks and mercantile community. There was, however, something said, at the time, of the opposition of Judge Perkins and Mrs. Eskridge to the sale of said plantation and negroes, but I do not now recollect what it was, or what estimate Mr. Fourniquet placed on said opposition; some of my securities also had just then got into pecuniary difficulties, and I was perfectly willing to relinquish the purchase. There was also something said of the opposition of Judge Perkins and Mrs. Eskridge to said sale whilst I was on said plantation; but I did not know, at the time, that their opposition could prevent the purchase by me.

Answer to fourth interrogatory. There were on Long Branch plantation, at the time of my visit before mentioned, about sixty-eight negroes. I did not make any positive contract with West for the sale of the land to him; but West told me some time in March, 1837, as well as I recollect, that he would give me fifty thousand dollars for the land, and I answered that I would let him have it when it became mine.

Answer to fifth interrogatory. I know of nothing more that would be of benefit to either or any of the parties to said suit.

P. H. JOOR.

Sworn to and subscribed before me, the undersigned commissioner, this 11th day of March, A. D. 1846.

And the above examination having been carefully read to, and understood by, the deponent, Peter H. Joor, and by him sworn to and subscribed, it is certified under my hand and seal, on the day, and at the place named in the caption.

T. DAVIDSON. [SEAL.]

Circuit court of the United States for the fifth judicial circuit, holding sessions in and for the district of Louisiana.

To Henry H. Vesey, esq., Concordia. Know ye, that, reposing special trust and confidence in your integrity and ability, we hereby authorize and require you, that you call and cause to come before you, H. Hoover, and him duly examine on oath, touching and concerning certain matters and things in a case now depending in the said court,

wherein E. P. Fourniquet et ux., and M. W. Ewing et ux., are plaintiffs, and John Perkins is defendant; and the same examinations, so taken and reduced to writing, you certify under your hand and seal, and send enclosed to this court, without delay, to be read in evidence on the trial of said cause, and send also this writ.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States, at the city of New Orleans, this [SEAL.] twentieth day of January, anno domini 184 , and the 70th year of the independence of the United States of America.

ED. RANDOLPH, *Clerk.*

E. P. FOURNIQUET and Wife, and Martin W. EWING and WIFE,
vs.
JOHN PERKINS.

In chancery. Circuit court of the United States, fifth circuit, district of Louisiana.

Interrogatories to be propounded to Henry Hoover, a witness to be produced, sworn, and examined, as a witness, in the above entitled cause, on the part and behalf of the defendant.

Interrogatory first. Do you know the parties complainants and defendant in the above named cause, or any, and which of them, and how long have you known them?

Second interrogatory. Are you acquainted with the country about Lake Concordia, in the parish of Concordia? Have you ever resided in that neighborhood, or parish; and how long is it since you first resided there, or had knowledge of the county?

Third interrogatory. Did you ever reside on, or know, a place called the Bynum plantation, on Lake Concordia? And if yea, will you state when your knowledge or acquaintance with the place first commenced, and whether a man of the name of Hollyday ever rented and resided on it, and at what time?

Fourth interrogatory. Do you know, and can you state, whether at that time levees were generally constructed on the river, for the protection of the lands from the high waters, and what has been the difference produced in the value of lands in that neighborhood since the making of the levees on the Mississippi river? Please state fully your knowledge on that subject.

Fifth interrogatory. Was, or was not, the Bynum plantation considered a place of any or much value, previous to the making of the levees; and what was the situation of the country in that respect at the time Mr. Hollyday lived on the Bynum plantation?

Sixth interrogatory. Were you ever advised to purchase the Bynum plantation; and did you ever examine the place with the view of becoming the purchaser? And if yea, please state when it was, whether after Mr. Hollyday had left it, and what was your opinion as to its value, and why you did not purchase it.

Seventh interrogatory. Do you know, or can you set forth, any

other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

R. N. & A. N. OGDEN,
Solicitors for defendant.

E. P. FOURNIQUET AND WIFE, and M. W. EWING AND WIFE,
vs.
JOHN PERKINS.

United States circuit court, fifth circuit, district of Louisiana. In equity sitting.

Cross interrogatories, on the part of the complainants, to be propounded to Mr. Henry Hoover.

First cross interrogatory. If in answer to the second direct interrogatory you say that you were a settler on Lake Concordia at an early day, then please state if you were not induced to make your location there, from the fact that the lands were as high, as rich, and the location generally as good as any you could have selected in the parish of Concordia. Was, or not, Lake Concordia then, and is it not now considered, as one of the best locations for cotton-planting in the parish of Concordia?

Second cross interrogatory. Was, or not, the old Bynum plantation in any worse situation, when overflows occurred, than the plantations of Major Minor, old Mr. Blunt, Samuel Davis, and the other settlers on Lake Concordia; when the overflows of 1813, 1815, and 1823, occurred, were, or were not, the planters in Concordia generally unprotected by levees?

Third cross interrogatory. Did or did not Major Minor, Mr. Blunt, and Samuel Davis, settle on Lake Concordia on or about the time that Mr. Bynum made his location there; did not Major Minor and Mr. Blunt continue to cultivate their places up to the time of their death; did they not become very wealthy thereby, and at their deaths leave very large estates to their heirs; was or not the Blunt place immediately adjoining the old Bynum plantation; do you or not know what the Blunt place was sold for, after the death of Mr. Blunt, per acre; has or not Mr. Samuel Davis become a very wealthy man by cultivating cotton on Lake Concordia; does he not cultivate the old Bynum plantation?

Fourth cross interrogatory. Was or not Mr. Bynum a practical planter; did he or not bring a large stock of negroes with him from South Carolina when he emigrated to the State of Louisiana, in the year 1810 or 1811; did he or not make money by the cultivation of his Lake Concordia place; did not Mrs. Bynum, during the widowhood, from the product of said plantation, support her family, employ a private tutor for her children, (Dr. Hart, who received for his services $1,000 per annum,) and add to the Bynum force, by the purchase of a consider-

able number of negroes; when Judge Perkins, in 1818, married Mrs. Bynum, was or not the Bynum estate considered a wealthy estate; what was Judge Perkins' situation at the same time; was he or not considered to be somewhat embarrassed in his circumstances, owing to the high waters of 1813 and 1815, and by a purchase of 20 negroes, on a credit of ten years, for which he agreed to pay the large sum of $26,660, or $1,000 per head round, with interest thereon; where was Judge Perkins planting during the overflows of 1813 and 1815; was it or not on his Somerset plantation?

Fifth cross interrogatory. If, in answer to the sixth direct interrogatory, you say that you were advised to purchase the Bynum plantation, after Mr. Hollyday left it, who advised you to do so; what were you asked for it; had or not the gin house been burnt down by Mr. Hollyday; had not the value of the plantation been greatly reduced, owing to the neglect and carelessness of the tenant who had occupied it under the direction of Judge Perkins; did or not Judge Perkins make Mr. Holliday pay the sum of $1,000 for the gin house that was burnt during the time that he had the possession of the Bynum plantation?

Sixth cross interrogatory. Were you or not, in 1820, employed by Mrs. Perkins, or by Judge Perkins, as her agent, to remove the Bynum negroes, stock, farming utensils, household goods, and the property generally belonging to the Bynum estate, to a new place on which they settled, in the rear of the defendant's Somerset plantation?

Seventh cross interrogatory. At the time the removal was made, was or was not the Bynum force well provided with the necessary implements for farming, that is, hoes, ploughs, axes, &c., &c.; how many work horses or mules were there; how many head of horned cattle; how many yoke of work steers? Please answer this interrogatory with as much directness as your memory will allow at this late day.

Eighth cross interrogatory. Did not the Bynum negroes settle on a tract of land containing 1,840 acres, more or less, which tract was, about the time of the removal, purchased from Gamaliel Pease and wife, and consisted of three separate Spanish claims, in favor of Antonio Carroll, Joseph Turo, and Richard Warner; was there or not, on or about the same time, a piece of land added to the same tract, purchased from one Isaac Collins, containing 500 acres, more or less; do you or not know whether Mrs. Perkins contributed all or any of the funds that paid for the aforesaid tracts of land, or any of them? Please state fully all you know upon this subject.

Ninth cross interrogatory. Did you or not understand, from Mrs. Perkins and the defendant, that the Bynum force was removed from the Lake Concordia place to the place in the rear of Somerset, for the purpose of commencing a new plantation for the benefit of the Bynum estate and heirs; was or not the new plantation entirely distinct and separate from the defendant's Somerset plantation; did or did not the defendant express himself to you to the effect "that the new plantation would be more valuable to the Bynum heirs, and produce them larger crops, when properly cleared and improved, than the old Bynum plantation," or

words to this effect? Please state fully and at large all the conversation that occurred between the defendant and yourself in relation to the object of the said removal.

Tenth cross interrogatory. Did or not the Bynum heirs settle on a piece of land in a state of nature; during your stay did you not erect cabins, &c., for the accommodation of the negroes, clear and fence the land, &c.; how much land was cleared during the time you remained?

Eleventh cross interrogatory. How far was it from the Bynum cabins to the back line of the clearing on the defendant's Somerset plantation; was or not the intervening space entirely unimproved; had it not a very heavy growth of timber on it; what was it worth per acre to clear such land—say from 1820 to 1824?

Twelfth cross interrogatory. What were the improvements on the new Bynum settlement when you left there?

Thirteenth cross interrogatory. What were the improvements on the defendant's Somerset plantation in 1820; how many acres of land had he cleared and in cultivation; what buildings were upon the place? Please state particularly, giving in your answer their probable size, use, and value.

Fourteenth cross interrogatory. Did you or not know the location made by Charles Patterson, situated about 5 miles from the Mississippi, at or near the place known as the basin; Patterson died in 1820; did he or not leave a crop growing on his place; did it consist of corn only, or did he also raise some cotton; what would you estimate his crop of 1820 as worth; how many acres of land had he cleared; how many negroes had he; where did he have his cotton ginned?

Fifteenth cross interrogatory. Was it or not generally believed, at the time the defendant married Mrs. Bynum, that she was a lady of considerable property, and had under her control a large estate? Was it or not believed, or did you or not believe, that the defendant's circumstances were greatly advantaged by the marriage, and by obtaining the management of so large an estate? Did you ever hear what amount of money was in Mrs. Perkins' possession when she married the defendant? Did you ever hear of her having loaned him any sum or sums of money? If yea, when and to what amount.

Sixteenth cross interrogatory. What is the present situation of the defendant? Is he not considered one of the most wealthy planters in the parish of Concordia? How many acres of land has he cleared on his Somerset plantation, and the other plantations adjoining thereto? How many bales of cotton does he raise?

Seventeenth cross interrogatory. At the time you had charge, through the defendant, of the Bynum estate, was he careless and negligent in the management of his affairs; or was he strict and exacting, requiring receipts, vouchers, and showings from you, for every thing you purchased? Was or not the defendant a very close calculator? Was he an easy worker, or did he require from the slaves all the labor of which they were capable? Did you ever know any planter that exacted, and did get more labor from his negroes? In fact, was he not somewhat

notorious in respect to his management of his own and the Bynum negroes?

Eighteenth cross interrogatory. When the Bynum stock was driven to the new place in 1820, were there not some of the cattle that could not be got up, and were obliged to be left in the range at Lake Concordia? Did or not the defendant sell the cattle so left, and to whom, where, and for what price? Please say.

Ninth cross interrogatory. Do you know, or can you set forth, any other matter or thing that may be a benefit to the parties at issue, or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully in your answer.

JOHN HENDERSON,
Complainants' solicitor.

STATE OF LOUISIANA, *Parish of Concordia:*

Personally appeared before me, Henry Hoover, who being duly sworn, deposes and answers to the above interrogatories, as follows:

Answer to the 1st interrogatory. I have known the defendant almost ever since I can remember, and became acquainted with Martin W. Ewing about the year 1825. I am not acquainted with Mr. Fourniquet.

Answer to 2nd interrogatory. I came to the country with my father in 1805, and lived with him about six miles below Vidalia or Spanish bayou, within ten miles of the lower end of Lake Concordia, until his death in 1824, when I moved on to the Lake and lived there until 1835, when I moved to the place upon which I now reside, on the Tensas river, about ten miles back from the Lake.

Answer to 3rd interrogatory. The first time I ever saw the Bynum plantation was in 1825, and I afterwards rented and lived upon a part of it in 1829. When I went there, I heard that a Mr. Hollyday had rented it before me. I do not know the exact time. I heard of the place long before I ever saw it.

Answer to 4th interrogatory. Levees were not generally constructed for the protection of the lands on Lake Concordia from high water at the time I lived there. They have only been securely protected since the construction of the levee across Bullit's bayou, about six miles above Vidalia, in 1836 or 1837. They have increased very much indeed in value since the levees were made. The Bynum place was offered to me for sale in 1829 for five dollars per acre. One-half of the Blunt place adjoining was sold in January last for forty dollars per acre. I consider both prices a fair valuation at the times I have mentioned.

Answer to 5th interrogatory. The lands on the Bynum place were not considered valuable by any means before the levees were made. They were liable to be overflowed in any common year; they were under in 1826; and the highest cleared land was from two to five feet under in 1828. I suppose it was in the same condition when Mr. Holliday lived there.

Answer to sixth interrogatory. It was offered to me for sale by the defendant in 1829, when I examined it, particularly with the view of purchasing it. The reason I did not buy it was, because I did not wish to go in debt for a place which was so liable to be overflown. I thought five dollars an acre, which I was asked by the defendant, a fair price at the time. This was after Holliday left it. I never was advised to purchase it.

Answer to 7th interrogatory. I considered the Bynum plantation of less value than any other improved land on the upper end of the Lake in 1829. At the same time that I refused to give five dollars an acre for that, I paid the defendant thirty dollars an acre for some land on the lower end of the Lake. There was much land on Lake Concordia at that time lying unentered, in consequence of its liability to overflow, which, since the construction of the levees, has risen to be worth forty dollars an acre. I consider all the lands on the lower end of the Lake more valuable than those on the upper end.

Answers to cross interrogatories.

Answer to 1st cross interrogatory. The reason I first went to live on Lake Concordia in 1825, in the month of January, was, because I could get land there to cultivate cheaper than any where else. The first two years I lived on the Lake, I rented 50 or 60 acres of what is known now as the Blunt tract, mentioned in my answer to the fourth direct interrogatory, for about ten dollars worth of clearing per annum. It was not then considered a good location for cotton planting, but is now, I presume, as good as any in the State. The lower part of the Lake was, however, much better and higher land than where I went, near the Bynum place.

Answer to 2nd cross interrogatory. The old Bynum plantation was in a much worse situation when overflows occurred, than the plantations of Major Minor, old Mr. Blunt, or Mr. Samuel Davis. In the years 1813, 1815, and 1823, the planters in Concordia were generally unprotected by levees.

Answer to 3d cross interrogatory. I think Mr. Davis and Major Minor's plantations were settled before Mr. Bynum's, but Mr. Blunt's afterwards. Major Minor and Mr. Blunt continued to cultivate their places until their death, and left large estates to their heirs. The Blunt place was only separated from the Bynum plantation by a narrow strip about an acre wide, running forty arpens back, which, I think, belonged to Jonathan Thompson. At the sale of Mr. Blunt's estate, I believe in 1835, I think the lands went for about seventy-five ($75) dollars per acre, on a credit of eight years, without interest. Mr. Davis has become a very wealthy man by cultivating cotton on Lake Concordia. He cultivates the old Bynum plantation.

Answer to 4th cross interrogatory. I know nothing of the subject of this interrogatory.

Answer to 5th cross interrogatory. I know nothing of the subject of

this interrogatory, except that I heard that the gin-house was burnt down when Mr. Holliday was on the Bynum place.

Answer to 6th cross interrogatory. I was not.

Answer to 7th cross interrogatory. I know nothing of the subject of this interrogatory.

Answer to 8th cross interrogatory. I know nothing of the subject of this interrogatory.

Answer to 9th cross interrogatory. I know nothing of the subject of this interrogatory.

Answer to 10th cross interrogatory. I know nothing of the subject of this interrogatory.

Answer to 11th cross interrogatory. I know nothing of the subject of this interrogatory.

Answer to 12th cross interrogatory. I know nothing of the subject of this interrogatory.

Answer to 13th cross interrogatory. I know nothing of the subject of this interrogatory.

Answer to 14th cross interrogatory. I know nothing of the subject of this interrogatory.

Answer to 15th cross interrogatory. I know nothing of the subject of this interrogatory, being very young at the time of the marriage, and not living on the Lake.

Answer to 16th cross interrogatory. The defendant is considered one of the wealthiest planters in the section of country where he lives. I know nothing else of the subject of this interrogatory.

Answer to 17th cross interrogatory. I know nothing of the subject of this interrogatory.

Answer to 18th cross interrogatory. I know nothing of the subject of this interrogatory.

Answer to 19th cross interrogatory. I know nothing more of the question at issue between the parties in this case.

HENRY HOOVER.

By virtue of the above commission directed to me by the circuit court of the United States sitting in New Orleans, I have caused to come before me Henry Hoover, who, being duly sworn to answer truly the above interrogatories, did, on this second day of February, A. D. 1846, answer them as above set forth; and afterwards having heard them read over to him, he acknowledged them to be his answers to the interrogatories propounded to him in the above suit of E. P. Fourniquet and wife, and Martin W. Ewing and wife, versus John Perkins, and subscribed his name to them as such.

JAS. H. VEAZIE. [SEAL.]

Circuit court of the United States for the fifth judicial circuit, holding sessions in and for the district of Louisiana.

To J. C. Patrick, esq., residing at Grand Gulf, in the county of Claiborne and State of Mississippi.

Know ye, that reposing special trust and confidence in your integrity

and ability, we hereby authorize and require you, that you call and cause to come before you H. M. Coffee, and him duly examine on oath, and the within interrogatories, touching and concerning certain matters and things in a case now depending in the said court, wherein E. P. Fourniquet and wife, and M. W. Ewing and wife, are plaintiffs, and John Perkins is defendant; and the same examinations, so taken and reduced to writing, you certify under your hand and seal, and send enclosed to this court without delay, to be read in evidence on the trial of said cause, and send also this writ.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States, at the city of New Orleans, this [SEAL.] tenth day of March, anno domini 1846, and the 70th year of the independence of the United States of America.

F. N. HARALSON, *D'y clerk*.
For ED. RANDOLPH, *Clerk*.

United States circuit court, fifth circuit, district of Louisiana.

E. P. FOURNIQUET and Wife, and
MARTIN W. EWING and Wife,
vs.
JOHN PERKINS.

Interrogatories to be propounded to Hugh M. Coffee, a witness residing in the parish of Tensas, to be produced and sworn in behalf of the defendant.

First. Do you know the parties, complainants and defendant, and how long have you known them?

Second. Do you know, and can you state, whether the defendant, previous to his marriage with the widow of Benjamin Bynum, was or was not engaged in the cultivation of a cotton plantation; and if yea, where was his plantation situated, and how many hands did he work?

Third. Were you not acquainted with the place called the Bynum plantation, on Lake Concordia, formerly owned by Benjamin Bynum; if yea, please state when you first saw it? Were you ever applied to to become the tenant or purchaser of that place; and if so, in what year was it? By whom? Did you decline; and if so, what was your reason for so declining? Do you recollect how you then regarded the value of that property in comparison with other lands around it? And what relation did its then value bear to the estimated value of land at this time in the same neighborhood?

Fourth. Do you recollect any remarks or observations made by you in regard to the Bynum place at the time referred to in the preceding interrogatory, as to its situation, value, &c., and what were those remarks?

Fifth. What effect has the levee system produced on the value of lands on Lake Concordia, since the period above referred to, when you examined the place in reference to becoming a tenant?

Sixth. Do you know the plantation called Long Branch, in Claiborne county, Mississippi, formerly belonging to the defendant, and subse-

quently to Benjamin Bynum? When did you first know the place? Was the defendant the owner of it in 1818, upon his marriage with the widow of Benjamin Bynum? Do you recollect ever hearing the defendant, in 1818, speaking of building thereon, and improving the place? Do you know of his having engaged at that time, in 1818, mechanics to go there to make improvements?

Seventh. Do you know whether the defendant considered the Long Branch tract a very valuable place; and how did you regard it? How did it compare with other tracts in the same neighborhood?

Eighth. Did you know the Long Branch plantation when Mr. Benjamin Bynum lived on it? Do you know whether he regarded it as a valuable place?

Ninth. Do you know, or can you state, any other matter or thing material to the subject of this your examination, or which may be of benefit in this suit to either party? If so, please state the same as fully and particularly as if interrogated thereto.

R. N. & A. N. OGDEN,
Solicitors for defendant.

In pursuance of a commission, herewith appended, directed to me, from the circuit court of the United States for the fifth judicial circuit, district of Louisiana, dated March 10th, 1846, for the examination of Hugh M. Coffey, touching certain matters and things in a case now depending in said court, wherein E. P. Fourniquet and wife, and M. W. Ewing and wife, are plaintiffs, and John Perkins is defendant; said Coffey being duly sworn, answered the interrogatories, accompanying said commission and herewith appended, as follows:

In reply to the first interrogatory, said Coffey answers. I know all the parties except Mrs. Ewing. I have known defendant since the year 1817. I have known Mr. Fourniquet and Mr. Ewing ever since, or about the time of, their marriage. I have known Mrs. Fourniquet some 10 or 12 years, or more.

2. In reply to the second interrogatory said Coffey answers: Defendant, previous to his marriage, was engaged in the cultivation of a cotton plantation; and his plantation was situated about 20 miles, by the river, above Grand Gulf, called Somerset, on which plantation defendant now resides. He worked, as near as I can recollect, about forty-five field hands, exclusive of house servants and small negroes.

3. In reply to the third interrogatory said Coffey answers: In the year 1824 or 1825, I do not recollect which, at the request of defendant, I visited the Bynum place with a view of leasing it of defendant. I had seen it as early as the year 1816 or 1817, but paid no attention to it, as I only rode past it. In the year 1824 or '5, I was applied to by defendant to lease said place to me. After visiting it, I declined leasing it, for the reason that I did not think I could make a support on it. The soil of the front part on the Lake was washed to the white sand; so much so that the ground would not bring weeds to any height; and the back part was so low, that I was satisfied that any common spring-rise of the river would overflow it. I regarded that property as

of no value to me, and therefore did not visit any other lands in the neighborhood at that time. As to the value of other lands in the neighborhood, at that time, I can say nothing. At this time, lands in that neighborhood stand nearly as high as any lands in Louisiana, so far as I am acquainted.

4. In reply to fourth interrogatory said Coffey answers: On my return from visiting the Bynum place in 1824 or '5, defendant asked me whether or not I was willing to lease it? I replied, that I would not have it, as I could not make a support on it, and believed that I would starve on it if I were to lease it. This is the language as near as I can recollect. I told the defendant that the place was entirely unprotected by levees, as far as I could discover, on the river.

5. In reply to fifth interrogatory said Coffey answers: Since the levee on the river was made, and Bullit's bayou stopped, I regard said place as a pretty fair plantation. I mean the Bynum place.

6. In reply to the sixth interrogatory said Coffey answers: I know the plantation called Long Branch. I passed by it in the year 1818. I then considered it to be the property of defendant. I thus considered it because I heard the defendant, in the year 1818, endeavoring to sell or lease said place to two mechanics, whom he had employed at Somerset. I then heard defendant say that the Long Branch place belonged to him. I believed that it was his, because I never had had any reason to doubt his word. At the time to which I refer, defendant was not married to the widow of Benjamin S. Bynum. In the spring of the year 1818, defendant told me that, if he did not sell or lease the Long Branch place, he intended during the coming fall to send hands there for the purpose of deadening timber and improving the place. I do not remember that I ever heard of defendant's having engaged mechanics to improve the Long Branch place. I only remember that he endeavored to sell or lease said place to two mechanics, whom he had employed at Somerset.

7. In reply to the seventh interrogatory said Coffey answers: Defendant, at that time, spoke of the Long Branch place in high terms. As the place was wood land at that time, I am not able to say how I then regarded it; especially as I paid no attention to it, only riding past it, and not having any intention of purchasing. I am not prepared to say how it compared with other lands in the same neighborhood, as I did not have any intention of settling a hill-plantation.

8. In reply to the eighth interrogatory said Coffey answers. I knew the Long Branch place when Benjamin S. Bynum lived on it. I think he regarded it as a valuable place, as he then expressed himself to me as being well pleased with it.

9. In reply to the ninth interrogatory said Coffey answers: I can not.

H. M. COFFEY.

Sworn to and subscribed before me, this the 13th day of March, 1846, at Grand Gulf, Mississippi.

JAMES C. PATRICK.

E. P. Fourniquet & Wife, and
Martin W. Ewing & Wife,
vs.
John Perkins.

In chancery. United States circuit court, fifth circuit, district of Louisiana.

Interrogatories to be propounded to Aylett Buckner, esq., a witness to be examined for and on behalf of the defendant.

First interrogatory. Do you know the parties, complainants and defendant, in the above named cause; or any, and which, of them; and how long have you known them?

Second interrogatory. Are you or not the owner of one-half of a plantation in Claiborne county known by the name of Long Branch, the other half of which is owned by Mrs. Eskridge, and which is the same place formerly owned by her deceased brother, Benjamin Bynum? If yea, will you please state at what time you purchased said property, and from whom; and whether it is the same property which the complainants, E. P. Fourniquet and wife, owned in conjunction with Mrs. Eskridge, and sold to the Commercial Bank of Natchez.

Third interrogatory. Do you know, and can you state, at what time the said Fourniquet and wife sold the said property, and at what price they were paid for it? Please state all you know on the subject, to shew how much the said Fourniquet and wife realized for the said land per acre.

Fourth interrogatory. Will you please state what price you paid for said land per acre, and from whom you purchased it?

Fifth interrogatory. Is, or is not, the land called for in the annexed conveyance, marked (No. 2,) being deed from John Perkins to E. P. Fourniquet, located by the side of Long Branch; and is there any, and if any, what difference in the value?

Sixth interrogatory. Were you acquainted with the family of defendant when they resided at the Briars, and were or were not the children of Mrs. Bynum members of his family? Were they, or not, living there in a style handsome as well as comfortable, and enjoying advantages of the best society? Did, or not, the defendant afford his family a carriage and horses, and the necessary attendance of servants? Please state what was the defendant's style and manner of living and supporting his family.

Seventh interrogatory. Do you know, or can you set forth, any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

R. N. & A. N. OGDEN,
Solicitors for Defendant.

Document annexed to the above interrogatories.

Know all men by these presents, that I, John Perkins, late of the county of Adams and State of Mississippi, now of the parish of Concordia, Louisiana, for and in consideration of the love and regard I have for my step-daughter, Mrs. Harriet J. Fourniquet, late Harriet J. Bynum, as well for the further consideration of the sum of one dollar, to me in hand paid by Mr. Edward P. Fourniquet, the husband of my said step-daughter, the receipt whereof I do hereby acknowledge, have remised, released, and by these presents, for myself and my heirs, do remise, release, and forever quit claim, unto the said Edward P. Fourniquet, his heirs and assigns, forever, all the right, title, interest, property, estate, and demand, which I, the said John Perkins, have in and to a certain piece or parcel of land, lying and being in the county of Claiborne and State of Mississippi, in what is usually called Lyman's Mandamus, being part of the undivided interest purchased by the said John Perkins of a certain John Burnard, [and] his wife late Hartley, which they had in and to a certain tract of one thousand acres, originally belonging to John Hartley, junr., deceased, adjoining lands of the late B. S. Bynum, deceased; to have and to hold the said premises, with all the privileges and appurtenances, unto him, the said Edward P. Fourniquet, his heirs and assigns, forever; so that neither I, the said John Perkins, nor any other person or persons in my name or behalf, shall or will hereafter claim or demand any right or title to the premises aforesaid, or any part thereof, but they and every of them shall, by these presents, be excluded and forever barred; and Mrs. Zilpha Perkins, wife of the said Perkins, in her own right, by these presents, hereby relinquishes all her right, title, interest, claim, and demand whatsoever.

In witness whereof they have hereunto set their hands and seals, this twenty-fifth day of December, in the year of our Lord one thousand eight hundred and thirty-three.

JOHN PERKINS, [SEAL.]
Z. PERKINS. [SEAL.]

Acknowledged in the presence of—

STATE OF MISSISSIPPI,
Adams county:

Personally appeared before me, William B. Melville, a justice of the peace in and for said county, the above named Zelpha Perkins, wife of the above named John Perkins, who, being examined separate and apart from her husband, acknowledged that she signed, sealed, and delivered the foregoing deed of gift, on the day and year above mentioned, as her own voluntary act and deed, without any fear, threats, or compulsion of her husband, whereby she relinquishes her right and title to the premises herein mentioned. Given under my hand and seal, at the city of Natchez, this 24th day of March, A. D. 1834.

WM. B. MELVIN, *J. Peace*. [SEAL.]

STATE OF MISSISSIPPI,
Claiborne county:

John Perkins, whose name is subscribed to the within deed of gift, came personally before the undersigned, justice of the peace in and for said county, and acknowledged that he sealed, signed, and delivered the within deed of gift, on the day therein mentioned and for the purposes expressed, as his voluntary act and deed. Given under my hand and seal, this 17th day of May, A. D. 1834. Received for record, 17th May, A. D. 1834, and truly recorded.

LUCAS GEE, *Clerk*.
JAMES H. MAURY, *J. P.* [SEAL.]

STATE OF MISSISSIPPI, *Claiborne county:*

John Wetherall, clerk of probate court in and for Claiborne county, does certify, that the foregoing transcript [is] a true copy of the deed from John Perkins to Edward P. Fourniquet, as the same appears of record in my office. Recorded in book N, pages 526, 527, and 528.

Given under my hand and seal of office, this the 14th day of January, A. D. 1839.

[SEAL.] JOHN WETHERALL, *Cl'k*.
By J. L. WESTON, *D'y Cl'k*.

United States circuit court, fifth circuit, district of Louisiana, in equity sitting:

E. P. FOURNIQUET and Wife, and Martin W. Ewing and Wife,
vs.
JOHN PERKINS.

Cross interrogatories to be addressed to Aylett Buckner, esq., on the part of the complainants.

First cross interrogatory. As you are fully aware of the circumstances which induced E. P. Fourniquet & wife to sell to the Commercial Bank at Natchez their interest in the Long Branch plantation, state if the said sale was not made at a very much larger price than you, or any other person, would have given for the same in cash. Was, or was not, the sale made for the purpose of relieving a large amount of protected acceptances and paper, for which E. P. Fourniquet had become responsible for a house in New Orleans?

Second cross interrogatory. Was not the object you had in view, in purchasing the said Long Branch from the bank, the possession you thereby obtained of a good negro force? Would you have purchased the Long Branch land only? Was not the moving object of your purchase the negroes, and the long time of payment allowed you by the bank? What length of credit did you obtain from the bank, and was the purchase with or without interest? Have you sold the Long Branch lands; and if yea, for what price? If not yet sold, what have you offered them for in cash?

Third cross interrogatory. Do you or not know, that in addition

to the original Bynum negroes, E. P. Fourniquet had placed upon Long Branch a considerable number of new ones, which went to swell the number received by you?

Fourth cross interrogatory. How long have you known the defendant? Was he not, some years since, somewhat notorious in the management of his negroes, and the unusual amount of labor he exacted and compelled them to perform? Has not a favorable change occurred in his habits, in this respect, within a few years past; a change sufficiently marked to have excited the observation and attention of his acquaintances?

Fifth cross interrogatory. Did you ever hear the defendant say, or any person say in his presence, that he had given to Fourniquet and wife an interest he owned in a tract of land adjoining Long Branch, called Singleton's? Do not the heirs of Singleton still hold possession of the said tract of land? State particularly if you ever heard the defendant assert the said Singleton tract as a gift to Fourniquet and wife, and infer therefrom great liberality towards them.

Sixth cross interrogatory. Is or not the defendant considered a very wealthy man? How many acres of land has he cleared at Somerset, and the places adjoining thereto? Has he or not within these few years past made a large addition to his negro force? How many negroes has he bought; can you say? What have you heard the revenue of the defendant estimated at per annum? What should you consider the probable amount of his wealth?

Seventh cross interrogatory. What was the value of such plantations in the years 1833 or 1834, as that of Samuel Davis and old Mr. Blunt's, situated on Lake Concordia? This question is asked with particular reference to an interest of 520 acres, in what is now Samuel Davis' Wickmore plantation, and which lies immediately adjoining the old Blunt place. What did Dr. Macintosh Williams give per acre for the Blunt place? When did he make the purchase? Has not the interest of Dr. Williams been since sold to Gabriel Shields, esq.? What did he pay per acre therefor?

Eighth cross interrogatory. Was or not the defendant always noted for his great particularity in his business transactions, requiring receipts and showings in all his transactions? Would you or not believe, from your long acquaintance with the defendant's habits of close calculation and strict attention to business, that they were the very reverse of those that would require him to apologize for negligence in not having retained his receipts, or any detailed statement of the large expenditures he made for the Bynum heirs, and their estate in his hands?

Ninth cross interrogatory. Do you know, or can you set forth, any other matter or thing that may be a benefit to the parties at issue, or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

JOHN HENDERSON,
Solicitor for complan'ts.

To the first interrogatory in chief witness answers: I am acquainted with all the parties to this suit, complainants and defendant, and have known them all for many years. Mrs. Fourniquet, Mr. and Mrs. Ewing, and Judge Perkins, I have known for nearly twenty years.

2d interrogatory. I am the owner, in conjunction with another individual, of one-half of the tract of land mentioned in the 2d interrogatory. I purchased said land of the Commercial Bank of Natchez, some time in the latter part of the year 1840, or the beginning of 1841. It is the same tract of land owned by E. P. Fourniquet and wife, in conjunction with Mrs. Eskridge, and by them sold to the Commercial Bank of Natchez.

3d interrogatory. I believe said tract of land was sold to said bank by said Fourniquet and wife, some time in October, 1840, as well as I can recollect; but at what price it was sold I do not know. Said tract of land, together with other lands in Claiborne, and forty-one negroes, and one-half of the stock and farming utensils on the Long Branch plantation, were sold to said bank by said Fourniquet and wife in gross. I find from an examination of some entries in the books of said bank, that the estimate placed on the whole of said property, in gross, was about $50,800. As far as I know, no specific value was affixed to said tract of land, either by said bank or by said Fourniquet, when said sale was made.

4th interrogatory. I purchased the whole of said property of said bank in gross. The officers of the bank and I rated said land, (say 512 acres,) in our trade, at 30 dollars per acre. The other land being under mortgage was not considered of any material value.

5th interrogatory. The tract of land, mentioned in the annexed conveyance, (marked No. 2,) I believe, lies alongside of the tract which I purchased as a part of Long Branch; and I am not aware that there is any difference in value between it and the Long Branch tract.

6th interrogatory. I was acquainted with the family of defendant when he resided at the Briars, at which time the children of the late Mr. Bynum were members of his family. The defendant's family, including said children, were living in handsome style, and apparently well and comfortably situated. They certainly moved in the best society. As to the equipage of defendant, I cannot speak certainly; but have no doubt it corresponded with those of the families among whom he visited and associated, to wit, those who visited and associated among the best and most respectable families in Natchez and vicinity at that time.

7th interrogatory. I know of nothing which I consider further material to the issue in said suit.

AYLETT BUCKNER.

To the first cross interrogatory witness answers: I believe I was a director in the Commercial Bank of Natchez, about the time of the sale of said property to said bank by said Fourniquet and wife, and thus became aware of the circumstances which led to said sale. It was

made to relieve Mr. Fourniquet and his friends from their responsibility to said bank. How that responsibility first originated I have now forgotten, but knew at the time. I am fully aware that said property was purchased by said bank at a price much larger than I, or I believe any other person, would have given for it in cash.

2d cross interrogatory. My object in making the purchase of said property from the bank was to get the 41 slaves embraced therein. Having a large tract of land in Louisiana, and but few negroes to cultivate it, my main object was the negroes, and I would not have purchased the land alone, because I had no use for it. The time given by the bank to me was certainly some inducement to the purchase, say 6 years on the balance, after paying $4,000 in cash. The balance was to bear interest from the date of the purchase. I have not sold said Long Branch lands, but have offered the tract at $6,000.

3d cross interrogatory. I do not know that Mr. Fourniquet had put any additional negroes on said plantation, and in fact I have no knowledge as to the source from whence any of said negroes came.

4th cross interrogatory. I have known the defendant, I believe, for at least twenty years. I have no knowledge as to the amount of work required by him of his negroes, nor do I know of any change as to that matter. I have heard of late days that Judge Perkins has extended to his negroes certain privileges, in a religious point of view. I cannot say this is a favorable change, although I have no doubt it was so intended; because I believe in that matter defendant is entirely and egregiously mistaken.

5th cross interrogatory. I do not recollect ever having heard defendant say he had given the Singleton tract of land to Fourniquet and Wife as a gift, literally speaking. I am satisfied he has said to me that he had transferred or given it to them; but on what conditions I cannot recollect, or that there were any conditions attached. I inferred that defendant intended I should understand his situation; that he ought to be exonerated from the charge of parsimony and injustice on the one hand, and that he had not been liberally dealt with on the other.

6th cross interrogatory. The defendant is certainly considered a very wealthy man. I have no data on which to base an opinion as to the quantity of cleared land occupied by defendant, nor can I say how many negroes he has purchased. I believe I have heard him say he had purchased 60 a few years since; and not knowing what bearing this question and answer may have on the rights of the plaintiffs or defendant, it is but right to say, that I those 60 negroes were purchased on a credit of 10 years, as I learned. I have never heard any estimate placed on defendant's annual income, nor have I any knowledge on which I can base an opinion myself. I should think, from what I have heard, as to the quantity of land owned by defendant at and adjoining Somerset, his estate is very valuable. It is impossible for me to place an estimate on defendant's wealth, not knowing any thing whatsoever of his pecuniary affairs, the amount of his personal property, or the reasonable value of his lands.

7th cross int. I know nothing of the value of land on Lake Concordia in the years 1833 or 1834; nor do I know at what time, or at what rate per acre, Dr. Williams purchased the Blunt plantation. I have no knowledge on the subject of the purchase made by Major Shields, except what I have learned from himself. He told me he gave $50,000 for 1236 acres of land, and in the purchase the vendor guaranteed to him the right of back concession to the same quantity of land. The whole for $50,000.

8th cross int. I have had but few money transactions with the defendant, and I cannot say that he ever gave me a receipt or exacted one. I have no doubt the defendant is a close calculator in plantation matters, and has few equals as a man of business. From these facts, however, I should not feel authorized to infer, that he or any other would pursue the same course in dealing with those nearly connected with him that he might think necessary with strangers.

9th cross int. I do not know of any other matter that may in the least benefit either plaintiffs or defendant, or that may be material to the issue in this suit.

AYLETT BUCKNER.

I, Horatio S. Eustis, commissioner to take the testimony of Aylett Buckner, by virtue of a commission issued out of the circuit court of the United States, for the fifth judicial circuit, holding sessions in and for the district of Louisiana, in a certain cause therein pending, wherein E. P. Fourniquet and wife, and Martin W. Ewing and wife, are complainants, and John Perkins is defendant, do hereby certify, that on the 12th day of February, A. D. 1846, I caused to come before me at my office, in the city of Natchez, in the State of Mississippi, the said witness, Aylett Buckner, named in said commission, who being by me duly examined on oath, in answer to the interrogatories and cross interrogatories accompanying said commission, answered in manner and form as set forth in the next preceding six pages; that said interrogatories were answered, the answers were reduced to writing and signed by said witness, then and there in my presence.

Given under my hand and seal at the city of Natchez, this 12th day of February, A. D. 1846.

H. S. EUSTIS. [SEAL.]

Circuit court of the United States, for the ninth judical circuit, holding sessions in and for the eastern district of Louisiana, to Thomas Montgomery, esq., Madison parish, Louisiana.

Know ye, that reposing special trust and confidence in your integrity and ability, we hereby authorize and require you, that you call and cause to come before you, Mrs. Mary B. Eskridge, and her duly examine on oath, touching and concerning certain matters and things in a case now depending in the said court, wherein E. P. Fourniquet and wife, and Martin W. Ewing and wife, are plaintiffs, and John Perkins is defendant; and the same examinations, so taken and reduced to writ-

ing, you certify under your hand and seal, and send enclosed to this court without delay, to be read in evidence on the trial of said cause, and send also this writ.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States, at the city of New Orleans, this [SEAL.] nineteenth day of February, anno domini 1846, and the 70th year of the independence of the United States of America.

EDWARD RANDOLPH, *Clerk*.

E. P. FOURNIQUET and WIFE, and MARTIN W. EWING and WIFE,
vs
JOHN PERKINS.

In Chancery. United States circuit court, fifth circuit, district of Louisiana.

Interrogatories to be propounded to Mrs. Mary B. Eskridge, a witness to be sworn and examined on the part of the defendant.

First interrogatory. Are you or not related to the parties, complainants and defendant, above named, and in what manner?

Second interrogatory. Will you please state whether the plantation known as Long Branch, in Claiborne county, Mississippi, which formerly belonged to your brother, Benjamin Bynum, was afterwards owned by the complainant, Mrs. Fourniquet and yourself, jointly, as legatees of your brother, Benjamin? Please state at what time your brother Benjamin died, and at what time your sister and yourself entered into possession of the property as owners.

Third interrogatory. Will you please state whether, during your joint ownership of the said plantation, the complainants, Fourniquet and wife, did not enter into a contract of sale with some one for the sale of the plantation, including your half? If yea, please state at what time this occurred; with whom the contract was made; what was the price agreed to be paid, either for the whole property or for the land per acre? Please state exactly what the bargain was, and what prevented its being consummated. And please state all you know on the subject.

Fourth interrogatory. Will you please state how many acres there were in the Long Branch plantation when owned jointly by your sister, Mrs. Fourniquet, and yourself? Whether the portion of your sister was not sold; when, to whom, and for how much, if you know that it was sold?

Fifth interrogatory. Was or not the interest of the complainants, Fourniquet and wife, in the Long Branch estate, which they sold to the bank, the same as that sold by them to a Mr. Joor, and neither more nor less than that?

Sixth interrogatory. Do you know, and will you state, the ages of all your brothers and sisters, and the period of time when they died, who are not living?

Seventh interrogatory. Do you know the handwriting and the sig-

natures of your sister, Mrs. Fourniquet, and of your deceased brother, Benjamin? Will you examine the three annexed letters, bearing date February 25th, 1834; December 4th, 1834; and April 10th, 1838, which purport to be the letters of your sister Harriet, two of them addressed to the defendant, and the other to Mistress Perkins, and state whether you recognise the same to be in her handwriting, and to be signed by her; and, also, please examine the annexed letter, bearing date August 17th, 1830, from Long Branch, addressed by your brother Benjamin to the defendant, and state whether it is in the handwriting and signed by your brother Benjamin, and please explain in your answer, who the Mrs. Perkins was to whom your sister Harriet's letter of April the 10th, 1838, is addressed.

Eighth interrogatory. Do you know, and can you state, what became of the property which, on the partition of your mother's estate, was allotted to your two brothers, John and William Perkins, and whether their portion of the estate was or not divided among the four children of your mother, by Mr. Bynum, in conformity with the directions of her will on that subject? Please state fully all you know on this subject, as to the disposition which was made of their share in both the land and negroes, and other property left by your mother.

Ninth interrogatory. Do you know, or can you set forth, any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

R. N. & A. N. OGDEN,
Solicitors for Defd't.

Letters annexed to the above interrogatories.

NATCHEZ, *December 4th*, 1834.

MY DEAR FATHER: Mr. Fourniquet brought me a letter, day before yesterday, from mother, written near Port Gibson; but, as she will have found a letter from me awaiting her at Somerset, I now direct to you. I must have mistaken October for November in one of mother's letters, in which she said you would leave Columbus the latter part of that month. I hope you were not detained (if I should not have mistaken the month) such a length of time by sickness; though I heard you had lost some valuable negroes, and among others Barclay, which I hope sincerely may not be the case. Mr. Maddox informed me of it; he said he thought he had it in a letter from you. You don't know how much Mr. Maddox has improved, not only in manner, but appearance. I think he has some small idea of trying his fortune with ladies. He wants to get married, I believe. This, by the by, is more for mother than you, as she has a readier ear for such news. They say, however, that Mr. Maddox has not so far conquered his diffidence as to bear teazing on the subject with much philosophy.

I was greatly in hopes that I should see the boys this winter; but,

from mother's letter, I suppose they are not coming on. Dr. Davidson told me that John was to go on to Yale next spring, mother was to spend the summer in New Haven, and you, with William, go on for her in the fall. I wish very much I could see you, as well as hear all your plans and arrangements. With respect to Judge Eskridge, whom mother says you have not heard from since he left you, Mr. Fourniquet had a letter from him about a week since, saying he had finally come to the conclusion of remaining in Arkansas, as a planter, on land he possesses nearly opposite Memphis. You don't know how this has disappointed me; for I was greatly in hopes of having them very near us. I suppose, however, it must be healthy, as Judge Eskridge made that the chief point; though Memphis, I think, has always been called sickly. He mentioned that they would be down in January. Mother says, in her letter, that, if I can only pay one visit this winter, she would rather I should come when sister Mary was there. I told her, in my last letter, that Caroline, as well as myself, was only waiting until we should hear of your arrival at Somerset to go up; but, as mother proposes, I had better put it off until sister Mary and Judge Eskridge come, when I hope Mr. Fourniquet will be able to go too—at least for a day or two. And if we could have the boys, it would be a very happy meeting; it would put me in mind of old times at the Briers—and with Caroline and Dr Davidson, you would not say then, father, that no one came to see you. Would not you be very much pleased to have us round you again at home? The last time I was at Somerset in the winter was when poor Elizabeth Clark was there. How many things have changed since then! I want to inquire if mother knows any thing of them—Martha and Juliet, particularly. Martha, if you recollect, was to have been married last spring.

It is very dark, and I am nearly at the end of *of* my paper, without having said half I wished to. We are still with Mrs. Postlethwaite, near the theatre. I must not forget to tell you that Mrs. Rowan is to open a grand *swell'd head* boarding-house, as she says, having rented Dr. Cardright's house, and thrown the two into one. The Dr. having lost his last child, a little boy of five or six, has given up his practice, and, with his lady, intends going to Europe. Our town is thronged—crowded to overflowing. Parker, who last week had no one at his house, now has 40 ladies alone!—half had to sleep on the floors. Every place is filled. For ourselves, I am very anxious to get in our house, which we hope to do by Christmas, though it will not then be quite finished. Mr. Fourniquet told me he intended writing you; whether he has yet done it, I do not know. He is every hour of his time at the bank. Give my love to mother, for it is so dark I must end, and hope, too, you will excuse this; and believe me, dear father, your most affectionate daughter,

HARRIET.

To JOHN PERKINS, ESQ.,
Somerset Plantation, near New Carthage, Louisiana.

NATCHEZ, *April 10th*, 1838.

MY DEAR MOTHER: I was wondering why I had not heard from you, forgetting that I had led you to believe I would be here last month, while in reality I have been here but one week. Mr. Fourniquet came up for me now just ten days since, and I packed up and bundled up my things in a very great hurry, expecting the boat in half a day after his arrival; as usual, though, it was beyond its time. Your full and very dear kind letter, Mr. Fourniquet received from Martha Wilkins, and brought up to me. I would have answered it, and left the answer at the Gulf, but that I was engaged with my poor little baby; she had been kept too delicately and closely up at my sister's, and the exposure on the boat, where there was no fire, (for they had taken down the stoves,) made her quite sick; cold all the time we were on the river; and, since we have been here, what with changing my room three times, arranging my clothes, so as to know at least what I have, seeing visiters, and attending a little to the child, I have felt in a complete whirl. I do not now feel as though I could form two connected sentences with any marks of sense or thought about them; but, as I want Uncle to take this as far as the Gulf, and he expects to leave to-day, I must write you, and I know you will excuse all faults attributable to haste and confusion. I do so wish I could go up to Somerset with Uncle. I want you to see the baby more than you can wish it yourself. I am afraid I have set my heart on the poor little creature too much. The picture your fancy has drawn, (and of which you ask me if it is correct,) I am afraid I must displace; but try and supply its place by another, with blue eyes, light hair, and good skin, and make it as sweet and pretty as you please, and it will do for little Mary; her hair is quite light, but, as her eye-lashes are very dark, I expect her hair will become so; her eyes are very beautiful, very dark blue—so dark, at first, that I thought, and hoped, and thought they would be black; she is the least little thing, and the liveliest, I suppose, you ever saw for three months—jumping and laughing all the time, and observing every thing; nothing seems to escape her notice. Maria is a very excellent nurse, and very fond of the baby, as it is of her. I have to find some fault with her laziness, however; she does nothing, and in some of her pets has once or twice told me that she had rather do any thing in the world than nurse; that she could not bear it; but she is so superior in some respects, that I would take more from her than another. I have seen Flora once for a very short time. We heard she had gone down to New Orleans with her father and uncle; and you may imagine my surprise when she walked into the room, day before yesterday, with Mrs. Postlethwaite and Miss Wilkins; she is very much improved in appearance, I think; otherwise, she seems exactly the same. Dr. Bynn was with her, but he sat but an instant; he is no match for Flora, judging only by externals; but those who have become acquainted with him here, think him a fine sensible man. Flora staid but a short time with me; did not take off her bonnet; and Uncle and Dr. Davidson arriving in the afternoon, she returned to Vicar to pack up for the boat,

which is expected to-day; she is at Mrs. Howell's, who went over for her yesterday evening. I have not seen her. I left a note for her at Mrs. Howell's yesterday evening, begging her to come round and stay with me to-day, or as much of the day as she could spare, and she answered, last night, that she had a great many visits to pay to-day, but would see me nevertheless. So I suppose she will return home almost before I have seen her, which I regret very much. Uncle vaccinated the baby in both arms day before yesterday. There is small pox, measles, and every other disease to be dreaded for her in town, and I guard her very closely.

You wanted me to write you a very full, satisfactory letter, and tell you all our plans, dear mother. I think I am in a fair way to give you a very full letter at least. As to plans, though I am, and always was, a great castle builder, yet my airy fabrications were all so crushed and levelled last year, that it put a stop to dreams for a long time; and I have lived since in the present; not knowing, and hardly wondering, even, where the next month would find me. However, Mr. Fourniquet has a prospect of doing something here in Natchez again, and having a house finished, which has never had a tenant, we think of occupying it ourselves, and living in a plain economical style, if we can. Boarding is enormously high; we are now paying $130 or $40 a month. This is one plan now, and I think it will be carried into execution. We have quite a large garden-spot attached to the house I speak of, which Marcus is engaged in preparing now for vegetables. This, with some other demonstrations, warrant me in believing that this plan has some reality about it. If I had any means of returning safely, and without delay, I do think I would try and go up with uncle. I do want so much to see you, and your letter was so kind and so motherly, that I felt as if I must any how. Dear mother, your advice about my momentary resentment towards sister Mary, instead of requiring an excuse, deserved my thanks; and I am happy that I acted as you would have had me before I received your letter. Hers was received when I was not well; Mr. F. had just left me; and when the body is ill in health, the mind and temper suffer; we become desponding, and nervous, and fretful, and scarcely can refrain from tears, even when we can assign no cause for them. I need not say *we*, for you are so even tempered, you, perhaps, have never felt so. But it was so with me; and when I came to that passage in sister Mary's letter, I felt as if my heart would break, and cried for hours. I dried my tears at last in anger, though I said nothing about it, except to you. In time, however, I got over it; recollected the old saying, that the "absent are always wrong," which she, and *I*, too, had both acted upon, and finished by writing to her, and telling her how often I had written, and how many letters I had received, without mentioning how the last had moved me. How true, how very true, that old saying is; it shows how suspicious we are in temper. We cannot believe all right till it is *proved* wrong; but any trifle will be sufficient to convince us of wrong, until it is proved right. You were kind in not inferring my ne-

glect of you, and want of affection and respect, when circumstances might warrant such an opinion of my conduct. But, dear mother, there is, and never can be, a ground for such a suspicion with regard to me, for my love and veneration are too well based to be lightly shaken; your own goodness and kindness laying the foundation, while it is still cemented by my knowledge of your love for me, proved ever since I have known you. You may convict me of laziness, and many other faults growing out of that, (which I may, perhaps, prove in not writing as often as I should, but never of want of love and respect towards you and father; that, I feel assured, my conscience will always acquit me of. It seems very wrong that an entire winter has passed without my seeing either, but I trust we may yet meet happily. With kisses from little Mary to dear grandpa and ma, I am ever yours, aff.

H. J. FOURNIQUET.

For Mrs. Z. Perkins, care of Jno. Perkins, esq., Grand Gulf.

LONG BRANCH, *Aug.* 17, 1830.

DEAR FATHER: My letter, you perceive, is dated still at Long Branch; of course I have not yet left for Philadelphia. When I parted with you at Natchez I did not know but that I might be induced to attend the lectures the ensuing winter at Philadelphia; and that uncertainty has been one of the causes which prevented me from writing to you until now. I have deferred writing to you until I could decide whether I would go or not. That time has now arrived, and it is certain that I cannot go. I did not deal candidly nor ingenuously with you in our last conversation on that subject. I gave you my reasons for declining your kind offer; and they were reasons which I considered in themselves sufficient to justify me in so doing, and which would again, in similar circumstances, govern my conduct. But there was at that time one other consideration which I did not mention, and which I knew might determine fully to remain, or might cause me to go on, for at least one winter. I was at that time pleased with a lady whose name I hope that you can readily guess; but as I had determined fully to examine my own feelings, and to be guided by them; and knowing, too, that whatever I might say to others on that subject, or whatever would necessarily be said to me, would naturally affect my conduct and leave me less at liberty, I determined to say nothing. Silence is now no longer necessary. I have examined as clearly as possible into my own feelings, and believing that my friends all wished me happiness, have pursued that course by which I could only expect to gain it. Elizabeth, with the consent of Mrs. Clarke, has consented to unite her fate with mine. No particular day is appointed, but it will take place about the last of September. If you and mother, both whom I should be glad to see on that occasion, would wish to be present, we would willingly defer it a few days; but I should be unwilling to defer it longer than a few days, for fear of farther delays. To sister Harriet I have not written, nor do I know where she is, as I learn the Dr. has left Baltimore. I hope that she is with you, and will be here with you.

The health of our State is, I think, improving, the weather being very cool and bracing. The congestive has been unusually prevalent throughout the State, and many a victim has fallen before he was hardly sensible that he was sick. Old Mr. Queglas is no more; he was slightly unwell for a few days; still, however, attending to business; rode out to his farm one day, and the next was a corpse. This is not uncommon. 'Tis the case with nearly all who have died. Now every chill is dreaded as the precursor of this fatal disease. I have been very fortunate. My fever has been the only one on the place that was at all violent; except to see Juno, who is still as she was. Not a dose has been prescribed by a physician on the place; and few of my neighbors can say the like. Mr. Furniss passed up a week ago from Natches; all were well above and below; Major was recovering. The crops are fine everywhere, except on the red hills of Adams and Jefferson. My gin will soon be completed, and ready for my cotton, which I put the children and *idlers* to picking next week. It is late, or I would give you all news. Give my love to mother, sister, and the boys. Let me hear from you *soon*, and believe me, dear father, your aff. son,

BENJ. BYNUM.

To John Perkins, esq., Lexington, Ky.

United States circuit court, fifth circuit, district of Louisiana. In equity sitting:

E. P. FOURNIQUET & Wife, and Martin W. Ewing and Wife,
vs.
JOHN PERKINS.

The complainants, saving and reserving to themselves all manner of legal objections to the questions propounded to the witness, Mrs. Mary B. Eskridge, on the part of the defendant, and particularly objecting to the same, as foreign to the subject matter of the present suit, proceed to propound the following cross interrogatories:

1st cross interrogatory. Have you or not been before interrogated by the defendant in the present suit?

Cross interrogatory second. Have you or not any recollection of a conversation that occurred between yourself and your sister Harriet while at Mr. Ewing's, on the Yazoo, no other persons being present but yourself and her; did you not express a hope and belief that she would have put a stop to the proceedings then pending between herself and husband and the defendant, and that this hope and belief was based upon a letter of your said sister Harriet to her mother a short time previous; did she not express great surprise, and deny, with indignation, all idea of opposition to the suit; did she or not express suprise that any thing she should have said or written should have led to such a belief; did she or not justify the suit, and advise you also to examine into the alleged charges against the defendant, that you might be satisfied he had acted wrongfully; was or not the argument conducted with a good deal of heat on both sides; and were you or not fully satisfied that your

sister was, in feeling and conviction, a party to the proceedings against the defendant; during the year following this conversation had you or not frequent occasion of knowing your sister's approval of the suit; and since your intercourse has been restricted to letters, has or not the subject been altogether avoided between you, as producing only difference of opinion, heat, and irritation of feeling?

Cross interrogatory third. Please look at the annexed receipt from the defendant to M. W. Ewing for the sum of $120, dated Jan'y 1st, 1831, marked A, and say whether or not the signature thereto is genuine.

Cross interrogatory fourth. Do you know, or can you set forth, any other matter or thing that may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same, fully and at large, in your answer.

JOHN HENDERSON,
Solicitor for complainant.

Document A, annexed to the above interrogatories.

Rec'd, Jan'y 1, 1831, of M. W. Ewing, esq., per the hands of Judge Eskridge, one hundred dollars, and also twenty per Miss Bynum, making in all one hundred and twenty dollars, being in full for the rent and use of lands belonging to my step-daughter, Miss Bynum; also ten dollars, in full for the rent and use of lands of my own.

JOHN PERKINS.

Mary B. Eskridge, in reply to—

1st interrogatory. I am the daughter of the late Benjamin Bynum and Mary his wife, afterwards wife of the defendant; I am sister to Mrs. Harriet Fourniquet, and step-daughter to defendant.

2d interrogatory. The plantation known as Long Branch, in Claiborne c'ty, Miss., which formerly belonged to my brother, Benjamin S. Bynum, dec'd, was, after the settlement of my brother's estate, in 1832, owned jointly by my sister, Mrs. Fourniquet, and myself; my brother Benjamin died in 1830, (August 28th.)

3d interrogatory. In January, 1837, the plaintiff contracted with a Mr. Joor, of Wilkinson c'ty, Mississippi, for the sale of the whole of the Long Branch property, land and negroes, belonging jointly to my sister, Mrs. Fourniquet, and myself; Mr. Joor agreed to give us $105,000, (one hundred and five thousand dollars;) $21,000 was to be paid upon the delivery of the title papers, and notes for the balance payable within five years; also a mortgage on the property as security for the payments. The bargain was made by the plaintiff, but required my assent for confirmation. I took the advice of the defendant, and opposed the sale. He urged that it was safer for me to hold the property than the notes, and so reasoned with the plaintiff. The sale to Mr. Joor was therefore given up; but as the defendant discovered that we were both anxious to sell, and fearing lest there would arise some discontent at his opposition to the sale to Mr. Joor, and I believe sincerely wishing to serve us, he proposed to take the property himself from us at

$100,000, payable within same time as had been agreed with Mr. Joor, with the condition that, within the five years, should either one or both of us desire it, we might take back the property.

4th interrogatory. I believe there were about 934 acres of land in the Long Branch tract. At the close of the year 1840, the plaintiff disposed of my sister's interest in the property to the Commercial Bank at Natchez. I understood that he gave up this property to satisfy some engagements to the bank of years standing; I do not know exactly for what amount. The bank afterwards disposed of the same to Mr. A. Buckner.

5th interrogatory. The property sold by plaintiff and wife to the bank was not wholly the same as they sold to Mr. Joor. A family of five or six negroes were retained by them in the last sale.

6th interrogatory. My brother Henry Bynum died on Lake Concordia, in 1817, two years after the death of my father, aged six years; Francis Bynum died near Natchez, in 1819, aged four years; Sarah R. H. Perkins, my half sister, died in Kentucky, in August, 1825, aged one year and seven months; Benjamin S. Bynum died at Long Branch, in August, 1830, aged nearly 23 years.

7th interrogatory. I recognise the specified annexed letters to be in the handwriting of my sister, Mrs. H. J. Fourniquet. The one purporting to be written by my brother Benjamin, dated Long Branch, August, 1830, I know to be in his handwriting. The Mrs. Perkins, to whom the letters from Mrs. Fourniquet were written, was her stepmother, the late Mrs. Perkins, wife of defendant.

8th interrogatory. A legal partition of mother's estate was made in 1827, when the following property was drawn and adjudged to John and William Perkins, her youngest sons: to John Perkins lot No. 5, (it being divided amongst six heirs,) consisting of 86 acres of land, valued at $866, and negroes Abb, George, Jack, and Susy, at $1,400; to William Perkins lot No. 2, consisting of 86 acres of land, $866, and negroes Cook, Lucy, Jim, Lewis, Anderson, $1,450. The defendant, on the part of his sons, gave up this property, land, and negroes, to the four elder heirs, viz., Mrs. Ewing, brother Benjamin, Harriet, and myself, making my mother's will the basis for the settlement of her estate. Mr. Ewing, on the part of his wife, was present in these transactions; the other heirs were absent at the north. He received at the time one-fourth of the said allotments to defendant's sons; he selected two negroes of the same, viz., Lewis and Anderson, valued at $700, and withdrew them, with the understanding that they must be returned for a fair and final division between himself and the three absent heirs, on their return home. In 1829 my brother and myself returned home; he, being of age, received from the defendant a like proportion as Mrs. Ewing had, viz., one-fourth of my father's and mother's estate, with the exception of the boy Arthur, who had been received by the defendant from my mother's estate, in conformity with her will, for John Perkins; and also received, from my sister Harriet and myself, a like proportion, with this difference, however, from Mrs. Ewing's; after she

had received a fourth of my mother's estate, two of said negroes, viz., Abb and George, had to be given up on account of a claim against my uncle Henry Rives' estate, from which they were derived, (the defendant paid this claim, equal to their appraised value, and now owned the two negroes.) It was proposed to Mr. Ewing to return Lewis and Anderson, according to the previous understanding, and now have a fair and final division of the property allotted to John and William Perkins amongst the four elder heirs; but this he would not consent to, nor had he afterwards any part with these heirs in the further execution of our mother's will. A division was now to be made, in accordance to the will, of my uncle William Rives' estate; it was found that the negroes Cook, Lucy, Jack, Jim, and Susy, (all that now remained in the hands of Benjamin, for himself and sisters Mary and Harriet, from the allotment to J. and W. Perkins,) were called for under the directions of the latter part of the will, in which John and William were to have an interest; two negroes, which belonged to uncle William Rives' estate to my mother, had been, under the legal partition, drawn and adjudged to my sister Harriet, now Mrs. Fourniquet; they were not brought forward, as the will directed, for equal division, but continued to be hers; the girl Susy was also taken from the number and given to William Perkins, as the only means we then had of satisfying our mother's bequest to him, of a negro equal to Arthur, given by the will to John Perkins. It is true, the will called for such out of her original estate. Susy was from her inherited estate; but it may be considered the negro man Cook was an offset to this, as he belonged to the original estate, but was included in the division list as of the Rives' property, which was made to consist of Cook, Lucy, Jack, and Jim, together $1,100. Of this, John and William Perkins got Cook and Lucy, $450; Benjamin, Harriet, and myself, Jack and Jim, $650. I believe the said two negroes, Cook and Lucy, together with boy Arthur and girl Susy, given in accordance with our mother's will, to be all the property ever received by the defendant for his sons from my mother's estate.

9th. I can only add, that, at the request of Cook and Lucy, they, together with one of the defendant's negroes named Betty, were exchanged with my brother Benjamin, for his negro woman Mooney and her three children, to accommodate their families.

MARY B. ESKRIDGE.

Mary B. Eskridge, in reply to 1st cross interrogatory. I have before been interrogated in this suit by the defendant.

2nd cross interrogatory. This cross interrogatory brings to my remembrance a conversation with my sister, Mrs. H. J. Fourniquet, at Mr. Ewing's I believe, (by reference to old letters,) some time in March, 1839. The subject of our conversation was, my sister's position in uniting with the plaintiff in this suit. In the conversation I referred to a certain letter written by my sister to Mrs. Perkins but recently, in which, I understood, she had expressed kindness for the defendant; at the same time, however, giving her to understand that she would not

act with her husband the plaintiff, (from her sense of duty, I think,) in any proceedings he might think justifiable in his investigation of the settlement of our parents' estates. I have not such a distinct recollection of the precise words used in this conversation, so as to enable me to testify honestly in the affirmative to all these questions. I recollect her warmth and impatience in defending the plaintiff in his course, and using as arguments certain objections to the defendant's accounts against my father's estate. The mutual excitement of the occasion made me unwilling to regard any of my sister's strong expressions as proper for repetition to others, or, indeed, for my remembrance against her. The same spirit of devotion to her husband, manifested by my sister on that occasion, has been ever since evinced by her during the progress of this suit; she has ever justified her husband, and acts in accordance with his views. I am sure I never heard my sister, in any of our conversations, ever say that she believed the defendant had knowingly wronged her. I do not think we ever exchanged letters on these subjects. Our conversations were only a few several years ago, in relation to this suit; they were ever attended with excitement, and ended with difference of views.

3rd cross interrogatory. I have looked at the annexed receipt from the defendant to M. W. Ewing, for $120, dated 1 January, 1831, and know the signature is the defendant's.

4th cross interrogatory. I have nothing further to add.

MARY B. ESKRIDGE.

STATE OF LOUISIANA, *Parish of Madison:*

Personally appeared before me Mrs. Mary B. Eskridge, who, being duly sworn, deposes and says, that the foregoing are her answers to the above interrogatories.

THOMAS MONTGOMERY, *J. P.* [SEAL.]

Circuit court of the United States for the fifth judicial circuit, holding sessions in and for the district of Louisiana.

To W. J. S. BARRY, ESQ., Columbus, Mississippi:

Know ye, that reposing special trust and confidence in your integrity and ability, we hereby authorize and require you, that you call and cause to come before you Mrs. Mary B. Eskridge, and her duly examine on oath, touching and concerning certain matters and things in a case now depending in the said court, wherein E. P. Fourniquet and wife et al. are plaintiffs, and John Perkins is defendant; and the same examinations, so taken and reduced to writing, you certify under your hand and seal, and send enclosed to this court without delay, to be read in evidence on the trial of said cause, and send also this writ.

Witness the honorable R. B. Taney, chief justice of the Supreme Court of the United States, at the city of New Orleans, this 23d day of June, anno domini 1845, and the sixty-ninth year of the independence of the United States of America.

For DUNCAN N. HENNEN, *Clerk*.
F. M'CULLOCH, *D'y clerk*.

Interrogatories to Mrs. Mary C. Eskridge.

Circuit court of the United States, fifth circuit, eastern district of Louisana.

In Equity.

E. P. Fourniquet and Wife, and Martin W. Ewing and Wife, vs. John Perkins.

Interrogatories to be propounded to Mrs. Mary C. Eskridge, a witness to be sworn and examined on the part and behalf of the defendant:

1st. What is your name, age, and place of residence?

2nd. Are you not the daughter of the late Benjamin Bynum, esq., and Mary his wife, late of the parish of Concordia, in the State of Louisiana?

3d. Did not the defendant, John Perkins, intermarry with your mother, Mrs. Mary Bynum? Please to state the time of such marriage, as well as you recollect, and where the parties resided at the time said marriage was solemnized.

4th. Did not the defendant, shortly after his marriage with your mother, remove with his family to the State of Mississippi, and did he not continue to reside in the said State of Mississippi for a number of years thereafter? Please to state when he so removed to the said State of Mississippi; where he resided; what establishment he formed there; and how long he continued to reside there. Set forth your whole knowledge in relation to these matters as fully as if herein specially interrogated.

5th. How many children has your mother by her first marriage? Set forth their names and ages, to the best of your recollection. Were they all alive at the time of her second marriage? If no, state if any died after the death of your father and before the second marriage; and at what time, if yea, did any one or more of them die after the said marriage. Set forth your whole knowledge in relation to the matter embraced in this interrogatory.

6th. At the time of the marriage of your mother with the defendant, had he, the said defendant, any children of his own?

7th. What were the ages of your brother Benjamin and your sister Harriet, one of the complainants, at the time of your father's death?

8th. When the defendant removed to the State of Mississippi, after his marriage with your mother, did he remove with himself all the children and family of your mother; and did they all continue to reside with him, in the State of Mississippi, up to the time of your mother's death, and afterwards, until they were married or arrived at the age of majority? Set forth specially your whole knowledge in relation to this matter.

9th. Were not the complainants, Mrs. Ewing and Mrs. Fourniquet, constantly residing with the defendant, from the time of their mother's marriage, aforesaid, until their marriage?

10th. During the whole of the period of time from the marriage of

their mother to their own marriage, what was the conduct of the defendant towards them? What advantages of education were afforded them? In what manner were they maintained and supported? What expenses were incurred on their account? What care and attention did the defendant personally bestow upon them, as well as upon your brother Benjamin, up to the time of his majority? Please to set forth every thing as specially, and as much in detail, in relation to the matters embraced in this interrogatory, as your knowledge and memory will permit.

11th. In what year did your brother Benjamin die? Had he attained the age of majority when he died? If yea, how long before? Was he not to the day of his death entirely satisfied with the manner in which the defendant managed and administered his estate during his minority, and the settlement made with him by the defendant? And up to the time of his death was he not upon the most intimate terms with the defendant, and did there not exist between them a mutual confidence, affection, and respect? Set forth your whole knowledge in relation to these matters fully and at large.

12th. Do you know any thing in relation to the actual expenses incurred by the defendant for the education of the complainants, Mrs. Ewing and Mrs. Fourniquet, and your brother Benjamin? Set forth your whole knowledge as specially, and in detail, as if herein specially interrogated; set forth where they were educated, what schools or college they were sent to during the period from the marriage of their mother to the defendant up to the time of their respective marriages, or arrival at the age of majority, as before stated.

13th. How did the defendant discharge the duties of guardian to all the children of your deceased mother, particularly to the complainants, and your brother Benjamin? Was he uniformly kind and attentive to their education, and wants, or otherwise? State your whole knowledge.

14th. Was your late husband, Judge Eskridge, satisfied with [the] conduct of the defendant towards yourself, and his management and administration of your paternal and maternal property, and with the account rendered by him? What were the relations existing between your husband, up to the time of his death, and the defendant? Were they not of the most friendly and confidential nature, and did not the will of your said husband bear testimony of this? State your whole knowledge fully.

15th. Who were the heirs at law of your brother Benjamin Bynum; who actually inherited and took possession of his estate at his death, and particularly of the Long Branch plantation, and the slaves thereon? What was the value thereof, and of the crops raised thereon? After the death of Benjamin, did not the complainants, Fourniquet and wife, inherit and come to the possession and enjoyment of a portion thereof, and of the crops made thereon after the death of Benjamin, and for how long a period after his death? Have the said complainants since sold their interest in said plantation and slaves; when did they sell the same; to whom, and for what price? Set forth your whole knowledge in relation to these matters fully and at large, as if specially interrogated.

16th. Examine the document hereto annexed, purporting to be a

deed of conveyance from yourself and your brother Benjamin to the defendant, John Perkins; are the signatures to the said deed the genuine signatures of yourself and the said Benjamin Bynum; did you know the subscribing witnesses to the said deed, John P. Furniss and John D. Smith? Are they now alive, or are they dead? Do you know their handwriting, and are their names subscribed to the said deed as witnesses in their respective handwriting?

17th. Examine the document hereto annexed, purporting to be an acquittance from yourself, and your brother Benjamin Bynum, to the defendant; was the same signed and executed by yourself; is the same signed and executed by the said Benjamin Bynum in his own proper handwriting? Are the subscribing witnesses thereto, John P. Furniss and John D. Smith, dead; and *is* their names, as witnesses, subscribed in their own handwriting respectively?

18th. Do you know, or can you set forth, any other matter or thing that may be of benefit to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

J. R. GRYMES & R. N. & A. N. OGDEN,
Solicitors for defendant.

This indenture, made the first day of April, in the year of our Lord one thousand eight hundred and twenty-nine, between Benjamin S. Bynum, at present of the county of Claiborne and State of Mississippi, and Mary C. Bynum, his sister, of the Briars, near Natchez, in the county of Adams and State aforesaid, two of the heirs and legal representatives of the estate of the late Benjamin Bynum, of the parish of Concordia, Louisiana, deceased, of the first part, and John Perkins, of the Briers, in the county and State aforesaid, of the second part, witnesseth: That for and in consideration of the sum of one thousand dollars, by the said party of the second part to the said party of the first part in hand paid before the sealing and delivery of these presents, the receipt of which the said party of the first part do hereby acknowledge and themselves to be therewith fully paid and satisfied; the said party of the first part hath bargained and sold, aliened and enfeoffed, and by these presents doth give, grant, bargain, and sell, alien, enfeoff, release, convey, and confirm, unto the said party of the second part, his heirs and assigns, all the estate, right, title, interest, claim, and demand, in and to a certain undivided tract of land, situate, lying, and being in the parish of Concordia and State of Louisiana, on Lake Concordia, adjoining lands on one side of William Blount, esq., and lands on the other belonging to the heirs of the late Philip Hill, deceased, containing one thousand and forty acres, be the same more or less; which said undivided interest and claim of land amounts to one-half of the aforesaid tract of land situated as aforesaid, which the said party of the first part conveys and confirms unto the said party of the second part, his heirs and assigns, together with all and singular the buildings, improvements,

ways, waters, water-courses, rights, numbers, privileges, advantages, and appurtenances thereto belonging, or in anywise appertaining, and all the estate, right, title, and interest, trust, property, claim, and demand whatsoever, at law and in equity, of them, the said party of the first part, of, in, and to the same. To have and to hold the said herein described premises, with the appurtenances thereunto belonging unto the said party of the second part, his heirs and assigns, to the only proper use of the said party of the second part, his heirs and assigns, forever.

In testimony whereof the parties aforesaid have hereunto set their hands and affixed their seals, the day and year first above written, one granting, and the other at the same time accepting, by these presents.

BENJ. S. BYNUM, [L. S.]
MARY C. BYNUM, [L. S.]
JNO. PERKINS. [L. S.]

Signed, sealed, and delivered, in presence of—
JOHN P. FURNISS,
JOHN D. SMITH.

STATE OF LOUISIANA, *parish of Concordia:*

Before me, George S. Guion, judge of the said parish, personally came and appeared John P. Furniss, of Adams county, State of Mississippi, and being duly sworn, he declares and says, that he was present and did see Benjamin S. Bynum, Mary C. Bynum, and John Perkins, execute the foregoing instrument of writing the day and year therein mentioned; and that he, this deponent, and John D. Smith, signed their names thereto as witnesses in attestation thereof.

JOHN P. FURNISS.

Sworn to and subscribed, this 30th of May, 1829.
GEORGE S. GUION, *Parish Judge.*

STATE OF LOUISIANA, *parish of Concordia, ss:*

I certify that the foregoing deed has this day been duly recorded in my office, in book E, at pages 361, 362.

In testimony whereof I do hereunto set my hand and the seal of my office, this 2d of June, A. D. 1829.
[SEAL.]
GEORGE S. GUION, *Parish Judge.*

Know all men by these presents, that we, Benjamin S. Bynum, at present of the county of Claiborne and State of Mississippi, and Mary C. Bynum, of the Briers, in the county of Adams and State aforesaid, two of the heirs and legal representatives of Benjamin Bynum, late of the parish of Concordia and State of Louisiana, deceased, and Mrs. Mary Perkins, late of the Briers, in the county and State aforesaid, but formerly of the parish of Concordia and State of Louisiana aforesaid, also deceased, have on this day, and at previous dates heretofore, received from our step-father and guardian, John Perkins, all and each of our respective estates or shares, to us growing out of either and both of said successions, in law or equity. In consideration whereof, we, the

said Benjamin S. Bynum and Mary C. Bynum, jointly and severally, for ourselves, our heirs and assigns, do by these presents forever release and discharge him, the said John Perkins, and his heirs, from all claims and demands whatsoever, at law or equity.

In testimony whereof we have hereunto set our hands, this tenth day of April, in the year of our Lord one thousand eight hundred and twenty-nine. And the said John Perkins being present, accepting by these presents, who, on the day and year above written, has also hereunto set his hand.

BENJ. S. BYNUM,
MARY C. BYNUM,
JNO. PERKINS.

Done in presence of—
JOHN P. FURNISS,
JNO. D. SMITH.

STATE OF LOUISIANA, *parish of Concordia, ss:*

Before me, George S. Guion, judge of the said parish, personally came and appeared John P. Furniss, of Adams county, State of Mississippi, and being duly sworn, he declares and says, that he was present and did see the above named Benjamin S. Bynum, Mary C. Bynum, and John Perkins, sign and execute the foregoing instrument of writing on the day therein mentioned, for the uses therein expressed; and that he, this deponent, and John D. Smith, signed their names thereto as witnesses in attestation thereof.

JOHN P. FURNISS.

Sworn to and subscribed, this 30th of May, 1829.
GEORGE S. GUION, *Parish Judge.*

STATE OF LOUISIANA, *parish of Concordia, ss:*

I certify that the foregoing deed has this day been duly recorded in my office, in book E, at pages 360, 361.

In testimony whereof I do hereunto set my hand and the seal of my office, this 2nd of June, A. D. 1829.
[SEAL.]
GEORGE S. GUION, *Parish Judge.*

Cross interrogatories to Mrs. Mary B. Eskridge.

E. P. FOURNIQUET and WIFE, and
M. W. EWING and WIFE,
vs.
JOHN PERKINS.

The complainants, saving and reserving to themselves all manner of legal exceptions to the direct interrogatories propounded to Mrs. Mary B. Eskridge on the part of the defendant, and particularly objecting thereto as going to establish matters not connected with the subject matter of the present cause, and therefore irrelevant, illegal, and inadmissible, propound the following cross interrogatories:

First. Please state at whose house you are now staying; what portion of the three last years have you spent under the defendant's roof; are you not warmly interested for the defendant's success; has not the insti-

tution of this cause caused an estrangement on the part of the other members of your family and yourself; do you visit at the houses of either of your sisters?

Second. State particularly when and where your mother's several children died.

Third. State particularly the age of your brother and sister Harriet at the time of the defendant's marriage with your mother. After the marriage, and up to the fall of 1818, did or not Benjamin and Harriet continue to reside on the Concordia plantation? Under whose charge were they left?

Fourth. State particularly when each of the Bynum children left the defendant's house to go to school, and where they were placed. State, also, when each of them returned from the North, after receiving their education. State particularly where your sister Harriet resided from the time of her return until her marriage. Was it or not exclusively with the defendant, and at his house?

Fifth. If, in answer to the direct interrogatory, you set forth the expenses incurred by the defendant for the support and education of the Bynum children, then state, from whom or what source you derive your information. Did you ever have any conversation with your brother Benjamin in this respect? Please examine the exhibit herewith, (marked ,) and say, if the same is or not in the handwriting of Dr. James Smith? Do you or not believe the said amount covers all the material expenses of your sister Harriet, while she remained at Baltimore? Was the defendant or not in the habit of allowing yourself and sister, while at school, sums of money, such as are usually known as pocket money, and to what amount per annum each? State fully the defendant's habits in this respect.

Sixth. Please examine the exhibit herewith, (marked A,) being a certified copy of the inventory of your father's estate, made on the 8th day of February, 1816, and say, if the negroes named therein are or are not the same, with their increase, which were brought by your father, Benjamin Bynum, with him from South Carolina, when he emigrated to the State of Louisiana on or about the year 1810 or 1811?

Seventh. Did or did not your father purchase any negroes from the time of his arrival in Louisiana up to the time of his death?

Eighth. Please examine exhibit, (marked B,) purporting to be a certified copy of the original attached to the interrogatories in this case, propounded to R. M. Gaines, esq., by the complainants, and say if you were ever advised of the execution of such an agreement by the defendant and M. W. Ewing. State, also, where yourself, Benjamin, and Harriet were, when the said arrangement was entered into. State if the negroes Cook, Lucy, Suzy, Abb, and George, are or were known to you?

Ninth. Please look at exhibit (marked C) purporting to be a sale from Perkins to your brother, and say if you do not know the negroes Cook and Lucy named therein to be the same negroes as are named in exhibit (B.)

Tenth. Do you know the negroes Abb and George, Suzy also named in exhibit (;) has or has not, the defendant the said negroes with their increase now in his possession, or has he not disposed of the same by gift or otherwise, and to whom?

Eleventh. Has or has not the defendant in his possession, or has he disposed of the same by gift or otherwise, the negroes Judy, Mooney, alias Money, and her three children, Caroline, Jerry, and Corneille? Has the woman Mooney any other children than those above named? If yea, state the names and ages.

Twelfth. Has or has not Caroline, the daughter of the said Mooney, *and* children? If yea, please state their names and ages.

Thirteenth. Please examine the inventory of your father's estate, (exhibit ,) and say if you do not find the said woman Mooney, or Judy Mony, inventoried as one of the negroes belonging to your father's estate.

Fourteenth. Has or has [not] the defendant a negro named Arthur; did or not the said negro belong to your mother?

Fifteenth. Please examine the inventory of your father's estate, (exhibit ,) and observe the property therein appearing, (exclusive of the negroes,) and say if you do not believe that the same was taken by the defendant to his Somerset plantation, where he removed the Bynum negroes in 1820.

Sixteenth. During the lifetime of your mother, had or not the defendant about his house at Natchez several of the negroes belonging to the estate of Benjamin Bynum, as follows: Lucy, Wheeler, Mooney, Nathan, Sarah, Nace, Juno, and Ellen? Do you or not know whether the defendant ever allowed any thing for the hire or use of the said negroes? Do you or not know that, during all the time the defendant was so employing the negroes as aforesaid, he charged at the rate of about one thousand dollars per annum for the support of each of the Bynum children?

Seventeenth. Did not the negroes Lucy and Wheeler die while at the defendant's residence at Natchez? Please look at exhibit (,) and say if the man Wheeler named thereon as 25 years of age, and valued at $600; and Lucy, aged 36, and valued at $400, are or are not the same negroes that died as aforesaid.

Eighteenth. When referring to exhibit C, say if you do not know that the said negroes, as named therein, were sold by the defendant to your brother Benjamin.

E. P. FOURNIQUET,
For self and wife in person.

Nineteenth. Do you or not know, that your mother during the widowhood purchased and paid for the following negroes, viz: Sarah, aged 30; Nathan, 3; Orney, 14; Ben, 13; Caleb, 14; Abraham, 13; Judy, 20; Rose Davidson, 13; Maria, 15; Sam, 14; and Yellow Maria? Of these negroes, how many have died, and when and where; was not Caleb killed at Somerset by the falling of a tree?

Twentieth. Did or did not the defendant, after the death of your mother, sell and dispose of his house servant and serving woman? What was her age; was she not considered by your mother as a very valuable servant; had she not been brought by your mother?

E. P. FOURNIQUET,
For self and wife in person.

BALTIMORE, 1*st January*, 1830.

John Perkins, esq.

To James Smith, DR.

1825.	For boarding, clothing, and schooling your daughter, Harriet Bynum, from 1st July to 30th December, half year - - - - - - - - - -	$250 00
1826.	For boarding, clothing, and schooling your daughter, Harriet Bynum, from 1st Jan. to 31st December, one year - - - - - - - - - -	500 00
1827.	For boarding, clothing, and schooling your daughter, Harriet Bynum, from 1st Jan. to 31st December, one year - - - - - - - - - -	500 00
1828.	For boarding, clothing, and schooling your daughter, Harriet Bynum, from 1st Jan. to 31st December, one year - - - - - - - - - -	500 00
1829.	For boarding, clothing, and schooling your daughter, Harriet Bynum, from 1st Jan. to 31st December, one year - - - - - - - - - -	500 00
		$2250 00

Payment received in full.

JAMES SMITH.

John Perkins, To James Smith.

1830, Jan. 1.	For boarding and schooling Harriet Bynum, from 1st July, 1825, to 31st Dec., 1829, 4½ years, as per statement within - - - - -	$2250 00
1830, Sept. 15.	For boarding and schooling Harriet Bynum, from 1st January to this date, being 8½ months -	353 60
		$2603 60

CR.

By payments on account - - - -	$2250 00	
By balance of account - - - - -	9 22	
By check, dated 9th April - - - -	250 00	
		2509 22
		$94 38

1831, January 31. Received of John Perkins, esq., ninety-four dollars and thirty-eight cents, in full of the above account.

JAMES SMITH.

Copy A.—Benjamin Bynum's estate.

To the honorable Parish Judge of the parish of Concordia, State of Louisiana.

The petition of Mary Bynum, widow of Benjamin Bynum, late of the parish of Concordia and State aforesaid, deceased, humbly represents, that the said Benjamin Bynum died possessed of certain goods, chattels, lands, and tenements within said parish. Your petitioner therefore humbly prays, that she may be appointed curator to the estate of said deceased; and your petitioner, as in duty bound, will ever pray, &c.

(Signed) MARY BYNUM.

Concordia, February 8th, 1816.

Let the prayer of the foregoing petition be granted, on the requisites of the law being complied with. February 18th, 1846.

(Signed) JOHN PERKINS, *J. P. C.*

A just and faithful inventory of all and singular the goods and chattels, lands and tenements, rights and credits, which belonged to Benjamin Bynum, within the parish of Concordia, State of Louisiana, late deceased, to wit:

One bed	$18 00
One mattress	8 00
One bolster	3 00
Two sheets	4 00
Two blankets	6 00
One quilt	6 00
One musquito bar	8 00
One ditto	10 00
Three ditto	20 00
One bed, bolster, and pillows	25 00
One mattress	10 00
Fifteen sheets belonging to bedding	38 00
Six blankets	27 00
Seven counterpanes	35 00
Three mattresses and two blankets	26 00
One bed and furniture	37 00
Three trunks	7 00
One looking glass	1 00
One barrel or keg of tar	5 00
One chest	1 50
Four tables	8 00
Ten chairs	5 00
Two doz. plates	2 00
One and one half doz. cups and saucers	1 37½
Two tea pots	0 75

Inventory—Continued.

Four bowls	$0 50
Two pepper boxes	0 50
Two salt stands, two milk pots, six tumblers, three dishes, $2 12½; two tea pots, one coffee pot, two sugar dishes, two candlesticks, and 13 old books, $7 62½	9 75
Eighteen pots, ovens, &c.	18 00
Twenty-two farming hoes	11 00
Ten plough hoes	10 87½
Six spinning wheels	18 00
Two bridles	2 50
Two pair of smoothing irons	6 00
One doz. knives and forks	2 00
Carpenters' tools, axes, harness, &c.	75 00
Wagon, &c.	100 00
Four thousand pounds of bacon	400 00
Hogs' lard, &c.	21 00
One hundred and fifty bushels corn	75 00
Seventy-five bushels peas	37 00
Three stone jugs	3 00
Eight mules	400 00
Three horses	180 00
Stock of cattle in the woods, supposed to be 65 head	325 00
Do hogs in ditto 50 head	30 00
Poultry yard	25 00
Five bales damaged cotton	250 00
One negro man, named Will, about 38 years of age	800 00
One ditto woman, named Lucy, about 36 years	400 00
One ditto man, named Parker, about 20 years	600 00
One ditto boy, named Claiborne, about 11 years	350 00
One ditto ditto named James, about 7 years	200 00
One ditto girl, named Suckey, about 17 years of age	400 00
One ditto ditto named Judy, about 14 years	350 00
One ditto ditto named Jane, about 9 years	200 00
One ditto ditto named Elender, about 3 years	150 00
One negro man, named Daniel, about 38 years	300 00
One ditto woman, named Chloe, about 35 years, (died at Somerset)	400 00
One ditto boy, named Daniel, about 5 years	250 00
One ditto ditto child, Miles, about 1 year	90 00
One ditto girl, named Jude, about 14 years	350 00
One ditto wench, named Diner, about 21 years	400 00
One ditto girl, named Rose, about 5 years	150 00
One ditto girl, child, named Eliza, about 1 year	80 00
One ditto man, named Simon, about 40 years	600 00
One ditto woman, named Juno, about 22 years	400 00

Inventory—Continued.

One negro boy, named Jack, about 4 years - -	$200 00
One ditto girl, named Hannah, about 10 years -	200 00
One ditto ditto named Sally, about 8 years of age (died at Somerset) - - - - -	175 00
One ditto ditto named Rachel, about 2 years -	80 00
One ditto man, named Miambo, about 37 years -	500 00
One ditto woman, named Sally, about 27 years -	400 00
One ditto boy, named Abram, about 6 years - -	200 00
One ditto girl, named Polly, about 4 years - -	150 00
One ditto ditto named Chaney, about 2 years -	80 00
One ditto man, named Frank, about 37 years -	500 00
One ditto woman, named Monah, about 27 years -	400 00
One ditto boy, named Alexander, about 3 years -	150 00
One ditto child, named Anderson, about 1 year -	80 00
One ditto woman, named Milly, about 25 years -	400 00
One ditto boy, named Edward, about 5 years -	200 00
One ditto child, named Samuel, about 6 months -	50 00
One ditto woman, named Sarah, about 65 years of age	100 00
One ditto man, named Peter, about 21 years - -	600 00
One ditto girl, named Nelly, about 18 years of age -	400 00
One ditto man, named Nace, about 40 years of age, (died at Somerset) - - - - -	550 00
One ditto woman, named Sarah, about 35 years of age	450 00
One ditto man, named Cook, about 40 years of age -	550 00
One ditto man, named Jacob, about 27 years of age, (died at Somerset) - - - - -	600 00
One ditto man, named Wheeler, about 25 years of age, (died at Natchez) - - - - -	600 00
One ditto named Lewis, about 22 years - -	600 00
One ditto named William, about 21 years - -	600 00
One ditto named Zingo, about 27 years, (died at Somerset) - - - - -	300 00
1,000 arpents of land, with all and singular its appurtenances, situated on Lake Concordia - - -	4,000 00
Cash, one thousand dollars - - - -	1,000 00
Small claim, on open account, against Daniel Clifton for	50 00
Ditto against Francis A. Bynum, note - -	300 00
Ditto against Robert Moore, open account - -	10 00

THE STATE OF LOUISIANA,
Parish of Concordia:

I, John Perkins, judge in and for the parish aforesaid, certify, that the foregoing contains a true and correct inventory of all and singular

the goods and chattels, lands and tenements, rights and credits, which belong to the late Benjamin Bynum, of the parish aforesaid, at his decease, which hath been shown to me, or otherwise come to my knowledge; and that the same was taken in due form, under the provisions of the laws in such case made and provided.

Given under my hand this eighth day of February, A. D. 1816.

(Signed) JOHN PERKINS, *J. P. C.*

THE STATE OF LOUISIANA, *parish of Concordia:*

We, the undersigned, duly appointed and sworn appraisers to appraise and value all and singular the goods and chattels, lands and tenements, which belonged to the late Benjamin Bynum, of said parish, at his decease, do certify, that the foregoing sums annexed to the items contained in the foregoing inventory is a true and correct appraisement and valuation of the same, to the best of our knowledge and judgment, and that the inventory contains all the property of said deceased which has been shown to us, or otherwise come to our knowledge.

Given under our hands, this 8th day of February, 1816.

Signed, SAMUEL THORNBERRY,
CHARLES REIVES,
Appraisers.

STATE OF LOUISIANA, *parish of Concordia, ss:*

I certify the foregoing seven pages contain a true copy of the original, on file and of record in my office.

Witness my hand and seal of office, this 9th day of January, 1828.

ROBERT OGDEN, *Judge*
And ex officio Not. Pub. Parish of Concordia.

Exhibit B.

Copy of rough memorandum of Judge Perkins and Mr. Ewing.

To be divided between the 4 children of Mr. Bynum 173 acres of land.

Negroes—Cook - - - - -	$200
Lucy (his wife) - - - -	250
Jim - - - - -	300
Lewis - - - - -	450
Jack - - - - -	350
Susy - - - - -	300
Anderson (wanted for William) - -	250

To be divided between the 6 children of Mrs. Perkins, as derived from her brother, Mr. Rives.

Abb - - - - -	350
George - - - - -	400

Mrs. Ewing selects Lewis and Anderson, the latter for the reason that she owns his father and mother and two of their children; the balance of $50 will be paid as soon as the negroes are delivered.

(Signed) M. W. EWING.

April 11, 1828.

The above is a true copy of my memorandum for settlement between Judge P and Mr. E.

(Signed) R. M. GAINE.

Exhibit C.

Know all men by these presents, that I, John Perkins, of the county of Adams, State of Mississippi, for and in consideration of the sum of one thousand dollars, to me in hand paid by Benjamin S. Bynum, of the county of Claiborne, State aforesaid, the receipt whereof is hereby acknowledged, and am therewith fully satisfied, have bargained, sold, and delivered, unto the said Benjamin S. Bynum, the following negroes, to wit, Cook, about 55 years of age, Lucy, and Bett or Betty, the wife of Parker, about 28 or '9 years of age; which said negroes I hereby warrant sound *and* body and mind, and slaves for life, and free from the claim or claims of all persons whatever.

In witness whereof I have hereunto set my hand and seal, this 2nd day of June, in the year of our Lord one thousand eight hundred and twenty-nine.

(Signed) JOHN PERKINS.

Done in the presence of—
JOHN P. FURNISS,
J. C. CLARKE.

Answers of Mrs. M. B. Eskridge.

Circuit court of the United States, 5th circuit, eastern district of Louisiana:

E. P. FOURNIQUET and Wife, and Martin W. Ewing and Wife vs. JOHN PERKINS. } In equity.

Pursuant to authority vested in me as commissioner, I have this day, the 13th of October, 1845, at Columbus, Miss., caused to appear before me Mrs. M. B. Eskridge, to answer certain interrogatories and cross interrogatories filed by the defendant and complainants in the above suit, who being duly sworn to answer truly in the premises, replies as follows:

1st interrogatory. In reply, my name is Mary C. B. Eskridge, (for the sake of brevity the *C* has been dropped in my signature since my marriage.) I am nearly thirty-five years old; my residence is chiefly in the defendant's family; my home and property in Claiborne county.

2d. I am the daughter of the late Benjamin Bynum, of Louisiana, and Mary, his wife.

3d. The defendant was married to my mother on the 12th of August, 1812, at her residence on Lake Concordia, where she had continued to reside after my father's death; the defendant's residence I believe was where it now is, in Louisiana.

4th. Within a short time after the marriage, the defendant removed my mother and her children to his rented establishment, near Natchez, and continued in rented residences until his own home, called the Bri-

ers, was prepared for the family, I believe in 1821; this continued to be his permanent family residence until after my mother's decease; then fearing the summer climate, he made the experiment of a family residence in Lexington, Ky., for a while breaking up his establishment at the Briers. This place was however soon abandoned, and from thenceforth, for many years, the Briers was the winter residence of his family; the summers spent in Kentucky or in travelling; in 1833, his step-children being married off, and his own family being small, he disposed of the Briers and purchased in Lowndes county.

5th. My mother had by her first marriage six children, viz: Annie or Nancy, Benjamin, Harriet, Henry, Francis, and myself, at the time of my father's death, aged between 12 and 3 years; Henry died prior to my father's death on Lake Concordia; Francis, the youngest, died at the cottage near Natchez, I think in 1819, death by drowning, aged about 3 years.

6th. The defendant had no children of his own.

7th. My brother Benjamin was about eight and Harriet three years old.

8th. My mother, with all of her children, removed to Mississippi after her marriage; the home of the defendant we all regarded as our home; but it must be stated we were then at ages requiring schooling. As none suitable offered, and as our ages warranted it, we were obliged to be placed at boarding school; my eldest sister, from the year 1819 till 1824, was mostly at boarding schools, myself from 1820 to 1826, and my sister Harriet, I believe, from 1821 to 1830; when boarding in the same neighborhood, a servant and carriage was sent for us every week to visit our home. After the entire completion of our long term at distant schools; as each daughter returned to the south, the defendant's home was made her home until our respective marriages. My brother Benjamin continued entirely at home, attending excellent day schools in Natchez, until 1825, he was then absent three years at college; on his return, being fully of age, he entered upon the management of his plantation, always enjoying his visits to the defendant's house.

9th. This interrogatory has been answered in the 8th.

10th. During the whole time of his guardianship over his step children, his conduct was affectionate, marked with a desire for their happiness and respectability, and intelligence. The best schools near were tried for them; afterwards, the defendant leaving his own family and duties, made a long and troublesome journey with the eldest daughters, to put them at the best northern schools, an undertaking not so convenient then as now; in succession each daughter had these same advantages. As to the expenses, the young are not apt to inquire into them; I know nothing exactly, save that I do not believe one dollar was tardily handed forth, which could, in *in* any way, forward our thorough education or genteel maintainance; best schools, best music, drawing, dancing, and French masters, were provided; in truth, no one can say that either money or kindness were lacking; we were encouraged in every way to prepare ourselves for association with the intelligent and polite. In 1824 the defendant again left his family to bring

home my oldest sister from Baltimore; during his absence my mother was removed by death from the head of her large family; the cares of the defendant were very great, yet his kindness was redoubled towards his step-children; the best means were tried to make the Briers an agreeable home for my sister; the defendant was affectionately devoted to her, and I have understood was remarkably indulgent, and she was happy and affectionate. She was married at the Briers in 1826, and spent some months there previous to going to housekeeping in Natchez, 1827. In like manner, as each daughter completed her term of years at school, she was received affectionately and tenderly again into the defendant's house. I do not recollect even to have heard from the defendant an admonition or rebuke, on the score of spending money, during the time of his guardianship. From Dr. Smith's account for my sister Harriet's expenditures for board, tuition, &c., while in his family, I suppose the average expenses must have been about $500 a year after we went to the north; previously, of course, they were more moderate. My brother's education was less costly, as he only attended day schools until the three last years of his education; his expenses at Yale College, I have understood, were great, although I never heard him state what was the amount.

11th. My brother Benjamin died on 28th August, 1830, at his plantation called Long Branch; was 23 years of age. I think he was fully satisfied with defendant's whole management of our parent's estate; his final settlement with defendant was, I think, conducted with good feeling; during his after life perfect respect and confidence were ever manifested by him towards the defendant; in all his arrangements, domestic and planting, his advice was sought and prized.

12th. This interrogatory has been answered under 10th interrogatory.

13th. As before stated, the defendant seemed to have the happiness, respectability, and intelligence of the children ever before his mind, in his plans for them; their property was managed to supply every advantage and all our wants; and, in the end, each child found themselves possessed of an independent support.

14th. My husband was satisfied with the defendant's management throughout; he admired and respected the defendant for his faithfulness and affection towards his step-children; a firm friendship and confidence existed between them during his life; by his will committed his family again to the defendant's advice and protection, which had before been so well tested; also desiring his son might be educated under his advice and direction.

15. The heirs to my brother's estate were his three sisters. My husband, at the time of our marriage in 1830, found my property under the management of my brother Benjamin, in a kind of partnership with his own; he made not the least interference with it. After the death of my brother, 1830, it became necessary to attend to the settlement of the estate; the inventory and appraisement of the whole was made. I have no memorandum here, to state exactly at what (all my papers being in Louisiana) a division was made, and allotment. Mr. Ewing, in

right of his wife, withdrew his portion of the personal property; my sister Harriet, being a minor, was represented by her guardian, the defendant. Some contention was got up about the division of the Long Branch tract of land, which had been given by the defendant to my brother on certain conditions; they were contended against, and, to avoid tedious litigation, Mr. Ewing was prevailed upon to relinquish all his supposed right to the land in favor of the two other heirs, and, instead, agreed to take my sister Harriet['s] portion of our father's Lake Concordia plantation. My husband accounted to my sister for one-half the value of the said Lake land given to Mr. Ewing; Long Branch became under our equal ownership; the two first crops after my brother's decease were used in paying off plantation debts; after getting it out of debt, my sister Harriet was considered an equal partner in all losses and profits; in 1833 she was married to the plaintiff; from the autumn of that year until 1838, he continued to receive and disburse the whole proceeds of the plantation; according to a memorandum I here find, from the year 1833 up to May, 1837, the nett proceeds of the several crops on the plantation, with regular interest up [to] that date, amounted to $43,077, forty-three thousand and seventy-seven dollars. In the year 1837, I believe, the plaintiff mortgaged all his interest on the plantation to the Commercial Bank of Natchez for $60,000; in 1840 he gave it up to the bank; how much of the debt was relinquished I know not.

16. The signatures I recognise as those of my deceased brother and my own; the subscribing witnesses, John P. Furniss and John D. Smith, are both dead; their names are subscribed in their respective hands.

17. The annexed acquittance was signed by my brother and myself in our respective handwriting; the witnesses are deceased, their signatures in their own proper handwriting.

18. I can only add, that, on the 20th April, 1832, my husband and myself gave a formal acquittance to the defendant of all future claim or demand whatsoever against the estates of my father, Benjamin Bynum, or my mother, Mrs. Mary Perkins, being fully satisfied, and ever afterwards continued in full friendship. In relation to an agreement made by the defendant with Mr. M. W. Ewing, as by the rough memorandum hereto annexed as exhibit B, as a division of the property of my mother, it may be proper to state, that I believe it was not done formally, only as a temporary satisfaction to the one heir, Mr. Ewing, in right of his wife, with the expectation that the property would be subject to another and more satisfactory division when the other heirs should be present. This was afterwards proposed, I think, to Mr. Ewing, and objected to. The negroes Lewis and Anderson belonged to my father's estate; two that should have been included in my mother's estate, viz., Rose and Celina, grown women, and were instead classed as my father's property. Mother, by her will, left to my eldest step-brother, John Perkins, a negro boy named Arthur, and that one of equal value be purchased for the younger son, William; instead, as there was no funds to purchase with, three of the heirs, viz., my brother, sister Harriet, and myself, yield up one of the negroes, (to have

been divided between us, Mr. Ewing having no part in it,) viz., the girl named in the above paper as Suzy. She is now in the possession of William Perkins; this was a matter of friendly arrangement between ourselves and the defendant.

MARY B. ESKRIDGE.

1. I am now residing with the family of the defendant; spend most of my time at his residence; for upwards of twenty years he has been an unvarying friend to me and my whole family and sisters; my attachment to him is natural and reasonable, (entirely disinterested I can honestly say,) therefore the institution and issue of this suit will ever be mortifying to all of his step-children. I have not seen my sisters since the defendant broke up his establishment at Long Branch.

2d. My brother Henry, I think, died before my father, on Lake Concordia; my brother Francis at the cottage, near Natchez, by drowning, in 1819; Sarah R. Perkins, my mother's youngest child, died in Kentucky, 1825; Benjamin S. Bynum died at Long Branch, 1830.

3d. At the time of the marriage Benjamin was about eleven and Harriet five years of age; they were both removed by the defendant, with my mother and her family, to Natchez.

4. My oldest sister Nancy, I think, was placed at the Washington Academy in 1819, continued there until 1822, when the defendant took her to school in Philadelphia; in 1824 he returned, and brought her to his residence at the Briers, where she remained with him till her marriage in 1826. I was first at school at Natchez in 1820, sent to Washington in 1822, taken to Philadelphia, came home fall of 1826, remained with defendant (excepting one year) till marriage in 1830. Harriet sent to school in Washington, I think, in 1821, continued until 1824, then in Natchez in 1825, sent to Baltimore, absent until fall of 1830, spent nearly a year with me in Arkansas in 1831, a few months every year with her sister, Mrs. Ewing, and the at the defendant; was at home in his family chiefly until her marriage to the plaintiff in 1833, June; my brother was constantly kept at the best day schools in Natchez until 1825, then till autumn, 1828, at college.

5. The only positive knowledge I have of the children's expenses, I have derived from Dr. Smith's account, which, I suppose, covers all the material expenses of my sister while under his care for education, board, and clothing, during the time embraced therein; when we were committed to the care of friends or teachers from home at that age, money for all our necessary demands was deposited with those friends; to them we applied for all our wants, whether for small sums of money, or money for the purchase of articles of clothing. I never recollect being in want of any such thing being entirely without some little in my own hands; it was so with the other sisters, I suspect. After we returned home, I think the defendant supplied each one of us liberally; I think my allowance was $500 a year; sometimes, in travelling, I expect it exceeded that. I do not recollect ever having an admonition on the subject; generally received large sums at a time; so, I suppose, with my sisters.

6. I believe they were almost all brought by my father from S. Carolina; may be a few came from my grandfather Rives' estate.

7. I think my father did not purchase any.

8. Yes. I was advised of its execution as merely a temporary arrangement to satisfy Mr. Ewing at the time, supposing it would not be held in force after the return of the other heirs, for my brother was at the time at Yale, myself and sister in Baltimore; the negroes enumerated belonged to the estates of my parents.

9. Yes.

10. The defendant has the same in his possession.

11. Mooney is dead; the defendant has her children, Caroline, Jesse, Corneal, Sucky, and Boston, the two last about 12 and 10 years old.

12. Caroline, I think, has two children; I do not know their names; ages may be 5 and 2 years.

13. Mooney belonged to my father's estate, was allotted in distribution of it to my brother, Benjamin.

14. My brother, John Perkins, jr., owns the boy Arthur, who was willed to him by my mother as her property.

15. I suppose the hands, stock, and farming implements were taken to Somerset with the hands; the other matters, I suppose, taken to the family residence in Mississippi.

16. At different times the said negroes, Lucy and Wheeler, Nace, Sarah, Jim and Ellen, were used as house servants. I do not suppose they were hired; the two last were very small children, the first named very old servants. I believe the defendant allowed a certain rate of income from the estate each year, and also charged the heirs at a certain rate each year, for their expenses, and the expenses of clothing and maintaining their negroes.

17. Lucy, I think, died on Lake Concordia, Wheeler at the cottage; both belonged to my father's estate.

18. They were exchanged with my brother for the negro woman Mooney and her children, as the defendant had her husband.

19. I believe my mother purchased the said negroes during her widowhood, with money no doubt that my father had accumulated. Sarah and Orny, I think, died on the Lake before my mother's marriage; Caleb was killed at Long Branch, accidentally, by a falling tree.

20. Within a short time after the death of my mother, in 1824, the defendant sold the girl Hannah, aged about 17—guilty of gross misconduct and stealing; she had been raised by my mother, and confided in; was an excellent seamstress.

MARY B. ESKRIDGE.

THE STATE OF MISSISSIPPI,
Lowndes county:

I, W. T. S. Barry, acting by virtue of a commission from the circuit court of the United States for Louisiana, do certify, that the foregoing answers to the interrogatories and cross interrogatories, filed in the case of Fourniquet and als. vs. Perkins, are in the handwriting of the witness, and were duly sworn to and subscribed by her in my presence.

Sworn to and subscribed in my presence, this the 13th of October, 1845. W. T. S. BARRY. [L. S.]

And afterwards, to wit, on the 28th day of December, 1846, the following was entered of record:

E. P. FOURNIQUET et Ux., et EWING et Ux., vs. JOHN PERKINS. } 1268.

The testimony on the part of the complainants and respondent having been closed on the 26th instant, and this cause continued over until this day for argument, said cause was opened to the court by John Henderson, esq., solicitor for complainant, and continued until Tuesday, the 29th instant, at 10 o'clock, A. M.

And afterwards, to wit, on the 29th December, 1846, the following was entered of record:

E. P. FOURNIQUET et Ux., et EWING et Ux., vs. JOHN PERKINS. } 1268.

This cause having resumed this day in argument on behalf of complainants, proceeded until 3 o'clock, P. M.; whereupon, it was considered by the court that the further argument thereof be and the same is hereby continued until to-morrow, the 30th instant, at 10 o'clock, A. M.

And on the 30th December, 1846, the following was entered of record:

E. P. FOURNIQUET et Ux., et EWING et Ux., vs. JOHN PERKINS.

This cause having been continued until this day, at 10 o'clock, A. M., on the conclusion of the opening argument of complainants on the 29th instant, was resumed on behalf of respondent, and proceeded until 3 o'clock, P. M.; whereupon, it was ordered that the further argument of this cause be and the same is hereby continued until to morrow, the 31st instant, at 10 o'clock, A. M.

And afterwards, to wit, on the 31st day of December, 1846, the following was entered of record:

E. P. FOURNIQUET et Ux., et EWING et Ux., vs. JOHN PERKINS. } 1268.

The argument of this cause having been continued until this day, at 10 o'clock, A. M., was resumed on behalf of the respondent by A. N. Ogden, esq., and proceeded until 3 o'clock, P. M.; whereupon, it was

ordered that the further argument of this cause be and the same is hereby continued until Saturday morning, the 2d day of January, A. D. 1847, at 10 o'clock, A. M.

And afterwards, to wit, on the 2d January, 1847, the following was entered of record:

E. P. FOURNIQUET et Ux.,
et EWING et Ux.,
vs.
JOHN PERKINS.

The argument of this cause having been resumed this day, at 10 o'clock, A. M., on behalf of the respondent, it proceeded until 3 o'clock, P. M.; whereupon, it was considered by the court that the further argument of said cause be and the same is hereby continued until Monday morning, the 4th instant, at 10 o'clock, A. M.

And afterwards, to wit, on the 5th January, 1847, the following was entered of record:

E. P. FOURNIQUET et Ux.,
et EWING et Ux.,
vs.
JOHN PERKINS.

This cause having been resumed in argument this day on the part of the defendant, it proceeded until 3 o'clock, P. M.; whereupon, it was ordered that the further argument of said cause be and the same is hereby continued until to-morrow, the 6th instant, at 10 o'clock, A. M.

And afterwards, to wit, on the 6th day of January, 1847, the following was entered of record:

E. P. FOURNIQUET et Ux.,
et EWING et Ux.,
vs.
JOHN PERKINS.
1268.

The argument of this cause having been resumed this morning on behalf of the respondent, said argument proceeded until 3 o'clock, P. M.; whereupon, it was considered by the court that the further argument of this cause be and the same is hereby continued until to-morrow, the 7th instant, at 10 o'clock, A. M.

And afterwards, to wit, on the 9th day of January, 1847, the following was entered of record:

E. P. FOURNIQUET et Ux.,
et EWING et Ux.,
vs.
JOHN PERKINS.
1268.

This cause having been resumed in argument this day on behalf of the respondent, it proceeded until 3 o'clock, P. M.; whereupon, it was

considered by the court that the further argument of said cause be and the same is hereby continued until Monday next, the 11th instant, at 10 o'clock, A. M.

And thereafter, on the 11th January, 1847, the following was entered of record:

E. P. Fourniquet et Ux., et Ewing et Ux., vs. John Perkins. } 1268.

The argument of this cause having been resumed on the part of the respondent this day, was concluded on behalf of said respondent; whereupon, the argument on behalf of the complainant in reply was commenced, and proceeded until 3 o'clock, P. M.; whereupon, it was considered by the court that the further argument of said cause be and the same is hereby continued.

And on the 12th January, 1847, the following was entered of record:

E. P. Fourniquet et Ux., et Ewing et Ux., vs. John Perkins. } 1268.

The argument of this cause on behalf of the complainant in reply being resumed this day at 10 o'clock, A. M., said argument proceeded until 3 o'clock P. M.; whereupon, it was considered by the court that the further argument of this cause be and the same is hereby continued until to-morrow, the 13th day of January, 1847, at 10 o'clock, A. M.

And afterwards, to wit, on the 13th day of January, 1847, the following was entered of record:

E. P. Fourniquet et Ux., et Ewing et Ux., vs. John Perkins. } 1268.

The argument of this cause, on behalf of the complainants in reply, being resumed this day, it proceeded until 3 o'clock, P. M.; whereupon, it was considered by the court that the further argument of said cause be and the same is hereby continued until Thursday, the 14th instant, at 10 o'clock, A. M.

And afterwards, to wit, on the 14th day of January, 1847, the following was entered of record:

E. P. Fourniquet et Ux., et Ewing et Ux., vs. John Perkins. }

The argument of this cause being resumed on behalf of complainant in reply, this day, at 10 o'clock, A. M., said argument was finally con-

cluded; whereupon said cause was submitted to the court, who took the same under advisement.

And afterwards, to wit, on the 12th day of April, 1847, the following final decree was entered of record:

E. P. Fourniquet et Ux., et
Ewing et Ux.,
vs.
John Perkins. } 1268.

This cause came on to be heard before the court, and was argued by counsel; and thereupon it is ordered, adjudged, and decreed, that the complainants, Harriet J. Fourniquet and Nancy S. Ewing, as heirs of their deceased mother, Mrs. Mary Perkins, and representing a $\frac{2}{3}$ interest of Benjamin S. Bynum, a deceased co-heir, have right to recover in the suit two-sevenths and two-thirds of a seventh of all their deceased mother's rights of community, which accrued during her marriage with the defendant, John Perkins, commencing with the marriage on the 12th of August, 1818, and terminating with its dissolution by her death on the 12th of August, 1824, the acquests and gains to be computed as they remained at the dissolution of the marriage, after payment of all community debts. That it be referred to the master in chancery of this court to take, state, and report an account between the complainants and defendant of all such acquests and gains on the following principles:

1st. To ascertain and report all the lands which were acquired in this State during the coverture by purchase, of either a legal or possessory title, and the possession of which, remaining with the defendant at the dissolution of the community, still continues in his possession.

2d. All the lands so acquired the master shall cause to be divided in kind, with due regard to quantity, quality, and value, caused by improvements or otherwise, setting off to the complainants two-sevenths and two-thirds of a seventh of the one-half of such community lands by metes and bounds, and showing by a map or diagram the quantity and boundaries of the lands so set off.

3d. That in his account the master will allow to said defendant all community debts which he (defendant) may prove were owing by the community at the time of its dissolution, and which the defendant has paid since that time, and so state his account of community as of what remains after all community debts have been paid.

4th. The master will allow to defendant in account all sums of money which he (defendant) may prove he has paid since the dissolution of the partnership for the purchase of outstanding titles, or adverse claims, or incumbrances, against the lands and possessory interests purchased during the community, and held by him at the dissolution thereof.

5th. The master will allow to defendant in account all sums of money derived from the community, or his own resources, which he (defendant) may prove he has paid or expended since the dissolution of

the community for the benefit of the complainants, children of his wife, Mrs. Mary Perkins, by her former marriage.

6th. In taking an account, the master will charge the complainants and defendant with all debts which either spouse owed at the time of the marriage, and which it may be proved were discharged from the community during the marriage.

7th. He will also allow, as a credit to each party, all the cash which each had on hand, and which may be proven to have been brought in the community at the date of the marriage, or which was actually paid into the community after the marriage, from debts or other resources, as due to either spouse in his or her separate right.

8th. The master will charge the defendant in account with the actual cost and value of permanent improvements, either by clearing, fencing, or levying lands, or constructing buildings on the separate landed estate of the defendant in Louisiana, during the community, with interest at the rate of five per cent. from the date of the dissolution of the marriage until the coming in of the report.

9th. The master will take an account of the improvements made by the defendant, since the dissolution of the marriage, on the lands claimed to belong to the community, and state the value thereof.

10th. The master will charge the defendant in account with the net value of the crop hanging by the roots at the time of the wife's death in August, 1824, and sold afterwards.

11th. The master will allow the defendant 5 pr. ct. interest on all moneys which he may have paid out from his own resources since the dissolution of the community, in buying outstanding titles and claims on the community lands, from the time of such payment until the coming in of the report.

12th. The master will charge the defendant with the rent of the community lands in Louisiana.

13th. That all the personal property in Louisiana, necessary for the cultivation and improvement of the real estate which remained of the community at the time of its dissolution, and after all community debts were paid, the master will take an account, and state the value at the date of the dissolution of the community, and report the amount due therefor in money to the complainants, according to their rights as before stated.

14th. The master will report all the testimony taken by him in writing, in making his account, and in all his duties conform to the rules of this court in such cases made and provided; and all other matters of controversy between the parties are reserved till the coming in of the master's report.

Rendered 12th of April, 1847. Signed 2d of July, 1847.

THEO. H. McCALEB, [SEAL.]
U. S. Judge.

And afterwards, to wit, on the 22d day of April, 1847, the following petition for re-hearing was filed:

To the honorable the judges of the circuit court of the United States for the fifth judicial circuit, district of Louisiana:

The petition of John Perkins, a citizen of Louisiana, humbly sheweth to your honors: That, in a certain cause pending in your honorable court in equity, wherein your petitioner is defendant, and E. P. Fourniquet and his wife, and Martin W. Ewing and his wife, are complainants, a decree was entered on the 12th inst., which your petitioner believes to be erroneous, and desires a re-hearing of the cause on the following grounds, on which the said decree is alleged to be erroneous:

1st. The court has erroneously decided that, by the laws in force in Louisiana during the marriage of petitioner with the mother of complainants, a community of acquests and gains existed, although your petitioner's residence, and that of his wife, during the marriage, was shown by the evidence to have been in the State of Mississippi, when by law no such community existed.

2d. The court has erred in not directing the master to take an account of the improvements made by petitioner since the dissolution of the marriage, on the lands claimed to belong to the community, and which have greatly enhanced the value of said lands.

3d. The court has erred in not giving effect to the releases and discharges executed by the complainants in his favor, as an equitable bar under the circumstances to the relief sought by the complainants; and in not compelling the complainants to restore the property which, under the faith of these releases, they received from petitioner.

4th. The court has erred in fixing the portions to which complainants would be entitled, as the heirs of Benjamin Bynum, they being allowed $\frac{2}{3}$ of his share, when the evidence shows there are five heirs and also in allowing the complainants to retain the benefit and advantage of the donation of the Long Branch plantation, to Benjamin Bynum, and at the same time violate its conditions; wherefor, and for the reasons that said decree is contrary to law and evidence, your petitioners pray that the cause may be reheard and the said decree reversed, or that if not reversed and rendered in favor of your petitioner, that then it be altered in the points above objected to; and as in duty bound will ever pray, &c.

R. N. & A. N. OGDEN,
Solicitors for Petitioner.

And afterwards, to wit, on the 28th June, 1847, the following was entered of record on the minutes of the court:

E. P. Fourniquet et Ux., and
M. W. Ewing et Ux.,
vs.
John Perkins.
} 1268.

The complainants, by their solicitor John Henderson, by leave of the court, dismisses so much of their bill as charges defendant with investments made in real estate, and the result and proceeds of such estate in

the state of Mississippi, and as to all such charges in their said bill, surcease prayer for relief in this court.

And afterwards, to wit, on the 29th June, 1847, the following was entered of record on the minutes:

E. P. Fourniquet et Ux., and
M. W. Ewing et Ux.,
vs.
John Perkins.
} 1268.

This cause having been submitted to court at a former day of this term, upon the petition of the respondent, praying for a re-hearing of this cause, and the court having maturely considered the same, doth now order, adjudge and decree, that said re-hearing be, and the same is hereby disallowed with costs.

And afterwards, to wit, on the 7th day of July, A. D. 1847, the following order of appeal was granted and entered of record on the minutes:

E. P. Fourniquet et Ux., and
Martin W. Ewing et Ux.,
vs.
John Perkins.
} 1268.

The defendant, John Perkins, feeling aggrieved at the decree rendered in this cause against him on the 12th day of April, A. D. 1847, and signed on the 2d day of July, A. D. 1847, now appears in court by his solicitors, Grymes and Ogden, esqrs., and prays an appeal therefrom to the Supreme Court of the United States, to operate as a supersedeas to said decree; and on motion of said solicitors it is ordered that an appeal operating as a supersedeas, be and the same is hereby granted said defendant, John Perkins, from the decree rendered in this cause, returnable to the next term of the Supreme Court of the United States, on said defendant furnishing to the complainants his bond, with Washington Jackson as his surety, in the penal sum of five thousand dollars, conditioned that said defendant, John Perkins, shall prosecute his said appeal with effect, and answer all damages and costs that complainants may sustain, in the event that said defendant fail to make good his said appeal.

And on the seventh day of July, A. D. 1847, the defendant filed in the clerk's office the following appeal bond:

Know all men by these presents, that we, John Perkins, as principal, and Washington Jackson, as surety, are held and firmly bound, jointly and severally, unto Edward P. Fourniquet and Harriet Jane Fourniquet, his wife, Martin Wickliffe Ewing and Ann S. Ewing, his wife, in the sum of five thousand dollars, lawful money of the United States of America, to be paid to the said Edward P. Fourniquet and Harriet

Jane Fourniquet, his wife, Martin W. Ewing and Ann S. Ewing, , heirs, executors, administrators, and assigns; for which payment, well and truly to be made, we bind ourselves, and each of us by himself, and each of our heirs, executors, and administrators, firmly by these presents. Sealed with our seals, and dated the sixth day of July, in the year of our Lord eighteen hundred and forty-seven.

For that, whereas John Perkins, on the 7th day of July, A. D. 1847, hath prayed for and obtained from the honorable the circuit Court of the United States, for the fifth circuit, holding sessions in and for the district of Louisiana, an appeal from a decree in equity, operating as a supersedeas, rendered on the 12th day of April, A. D. 1847, and signed on the 2d day of July, A. D. 1847, in said court, in a certain cause lately pending in said court, wherein said Edward P. Fourniquet and Harriet Jane Fourniquet, his wife, and M. W. Ewing and Ann S. Ewing, his wife, were complainants, and John Perkins was defendant.

Now the condition of the above obligation is, that if the above bounden John Perkins, appellant, shall prosecute his appeal with effect, and answer all damages and costs, if he fail to make his appeal good, then this obligation to be void, otherwise to remain in full force and virtue.

JNO. PERKINS, [SEAL.]
WASH'N JACKSON. [SEAL.]

Signed, sealed, and delivered in the presence of—
C. D. GRIFFON,
WM. ZEIGLER.

Clerk's office, United States circuit court, fifth circuit and district of Louisiana:

I, Edmund Randolph, clerk of the circuit court of the United States for the fifth circuit and district of Louisiana, do hereby certify, the foregoing seven hundred and forty and a half pages contain a full, faithful, true, and complete transcript of the record and proceedings had therein of a certain cause lately determined in said court, wherein E. P. Fourniquet and wife, and Martin W. Ewing and wife, were complainants, and John Perkins was defendant, No. 1268 of the records of said court, so far as the same now remain on file and of record in said court.

In testimony whereof I have hereunto signed my name, and affixed the seal of said court, at the city of New Orleans, this nine-
[L. S.] teenth day of October, A. D. 1847, and 72d year of American independence.

EDMUND RANDOLPH, *Clerk*.

I, Theodore H. McCaleb, judge of the district court of the United States, for the district of Louisiana, and associate judge of the circuit court of the United States, for the fifth judicial circuit, in and for the district of Louisiana, do hereby certify, that Edmund Randolph, who subscribed the foregoing certificate, is the clerk of the said circuit court of the